

# STONE & BERG CREDIT APPLICATION

Confidential: For Credit Department Use

Please Answer All Questions

Stone & Berg (508) 753-3551 Local  
Wholesale Locksmith Supply Company (800) 225-7405 National  
239 Main Street, Suite C, Worcester, MA 01602 (800) 535-5625 Fax

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(Application approved by PCEO \_\_\_\_\_) (Application approved by CFO \_\_\_\_\_)

Above is for Stone & Berg's office(s) use only

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The following information must be completed in full, and will be used in connection with Stone & Berg's decision to grant or deny credit.

Credit amount requested: \_\_\_\_\_ Date of application: \_\_\_\_\_

1. Account (Legal) Name: \_\_\_\_\_ "Customer"

Trade Name: \_\_\_\_\_ "Customer"

2. Shipping Address: \_\_\_\_\_  
Street city state zip code

3. Mailing Address: \_\_\_\_\_  
Street city state zip code

4. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Web Address: \_\_\_\_\_

5. Federal I.D. Number: \_\_\_\_\_ Soc Sec Number: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_

6. Business Type: Corporation \_\_\_/Sole Proprietorship \_\_\_/Limited Partnership \_\_\_/  
LLC \_\_\_/Partnership \_\_\_/Trust \_\_\_/Other: \_\_\_\_\_ State: \_\_\_\_\_

7. Years in Business: \_\_\_\_\_ Year of Incorporation: \_\_\_\_\_

8. Have you ever filed for Bankruptcy? \_\_\_\_\_

9. Mobile or Lock Shop? \_\_\_\_\_ Other? \_\_\_\_\_

10. Tax Exempt Number: \_\_\_\_\_ Massachusetts Businesses, send copy of Mass Sales  
Tax Resale Certificate Form ST-4 \_\_\_\_\_

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11. Is this business affiliated with or a part of another business that is now a customer? \_\_\_\_\_

If so, give details \_\_\_\_\_

Was the applicant a customer of Stone & Berg in the past? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, under what Account name? \_\_\_\_\_

Stone & Berg sells only to Locksmiths, Security professional enterprises and/or established Locksmiths on staff.

12. Are you a locksmith? \_\_\_\_\_

Locksmith training: \_\_\_\_\_

Dates: \_\_\_\_\_

Dates: \_\_\_\_\_

School: \_\_\_\_\_

Dates: \_\_\_\_\_

Or previous employment as a locksmith at  
Company/Entity: \_\_\_\_\_

Dates: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Member of Locksmith Associations

Member of Industry Associations

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Include copy of Business Certificate/License \_\_\_\_\_, copy of ID \_\_\_\_\_, copy of tax certificate \_\_\_\_\_,  
copy of certificate of insurance coverage \_\_\_\_\_.

If a partnership or a sole proprietorship, identify all principals using additional sheets if necessary. If a corporation, identify the President, Treasurer, and Secretary and note titles accordingly:

13. Principals/Corporate Officers:

Principal's name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

Own/Rent: \_\_\_\_\_ Property in name of: \_\_\_\_\_ Phone #: \_\_\_\_\_

Principal's name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

Own/Rent: \_\_\_\_\_ Property in name of: \_\_\_\_\_ Phone #: \_\_\_\_\_

Principal's name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

Own/Rent: \_\_\_\_\_ Property in name of: \_\_\_\_\_ Phone #: \_\_\_\_\_

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14. Trade References: note: include Fax nos. to speed approval of your application

Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

15. Locksmith Supplies/Inventories Purchase References:

Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name and Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

16. Bank References:

Name of Bank: \_\_\_\_\_ Type of Account: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Type of Account: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

17. Accounts Payable Contacts: \_\_\_\_\_

E-Mail address: \_\_\_\_\_ Phone #: \_\_\_\_\_

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This information has been given for the purpose of obtaining credit and is certified and warranted to be true. I/We agree also that STONE & BERG may request further credit information about me/us from a credit reporting agency at any time. I/We agree that STONE & BERG may provide any credit information to others without my/our prior consent.

18. I/We authorize the following individuals to charge goods purchased from you to my/our account:

_____	_____
_____	_____

I/We may change the authorized individuals from time to time by written notice to Stone & Berg at the address to which payments are sent.

Upon receipt by STONE & BERG of completed and signed application, terms and conditions, and **Personal Guaranty of Commercial Obligations**, account will be opened when approved by both PCEO and CFO.

## Stone & Berg Company, Inc.

Stone and Berg Wholesale Locksmith Supply Company  
(508) 753-3551 Local (800) 225-7405 National (800) 535-5625 Fax

### TERMS AND CONDITIONS OF SALE

All prices are subject to change without notice and are not guaranteed. If your business has a Massachusetts address, we are required to have on file a state resale certificate (tax number) or your account purchases will be charged a sales tax.

All shipments are F.O.B. Worcester, MA.. Freight will be paid by Stone & Berg on orders with a net value of \$350.00 or more (**excluding safe orders and key machines**) with ship to addresses within the New England-New York-New Jersey borders only. Any order received before 5:00 PM EST for stock items will be shipped via UPS or FEDEX on the same day, providing no special keying is required.

Stone & Berg has no minimum order requirements. We do reserve the right to hold or refuse orders from customers whose accounts are over 60 days past due, until the past due portion of the account (including any finance charges) is paid and the account becomes current.

Any error or defects, for which we or the manufactures that we represent are responsible, will be promptly rectified. Approval for Return of Goods Authorization (RGA number) is required. No return of merchandise will produce a merchandise credit on account without an RGA number. A minimum 10% restocking charge for stock items will be issued on all returns accepted for reasons other than defects or our error. No returns will be allowed on special order or non-stock merchandise.

Stone & Berg's terms are net 30 on all invoices unless otherwise indicated. If an early-pay discount is allowed on an invoice, the text message will appear within the invoice body stating the dollar amount of the discount, if paid within 10 days of invoice date. Optional terms for payment (if any) will be indicated on the individual invoice, and apply to that invoice only.

Finance charges are computed by a periodic rate (or a minimum charge of \$.50 for balances under \$.50). A periodic rate of 1.5% will be charged to those accounts with past due balances after deducting current and/or credits. All payments will first apply to outstanding finance charges and then to purchases. Statements will only be sent to accounts that have a balance due at the end of the month.

In the event that Stone & Berg must turn this account over for collection, the undersigned applicant (s) shall pay all charges of collection, including but not limited to reasonable attorney's fees in an amount not less than 33 1/3% of the outstanding principal and interest, as well as the court costs. This a Massachusetts contract and shall be interpreted under the Laws of the same.

The undersigned hereby:

- (1) Waives all right to trial by jury
- (2) Submits the applicant's to the personal jurisdiction of the courts of the Commonwealth of Massachusetts
- (3) Acknowledges that any litigation brought against Stone & Berg must be brought in a court of the Commonwealth of Massachusetts having proper venue.
- (4) Waives all rights of set off and counterclaim
- (5) Waives all claim to homestead protections, exemptions, and/or exclusions whether existing now or in the future.
- (6) Further waives any claim against Stone & Berg for consequential or incidental damages.

# Stone & Berg Company, Inc.

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(508) 753-3551 Local (800) 225-7405 National (800) 535-5625 Fax

This information has been given for the purpose of obtaining credit and is certified and warranted to be true. The undersigned is either a principal for the credit applicant or the sole proprietor of the credit applicant. Recognizing that his/her credit history may be a factor in the evaluation of this application, the undersigned consents and authorizes the use of the consumer credit report on the applicant on the undersigned individually by Stone & Berg and its agents, employees and attorneys. I/We agree that Stone & Berg may provide such credit information to others as deemed necessary without the prior consent of the applicant.

## PERSONAL GUARANTY OF COMMERCIAL OBLIGATIONS

The undersigned acknowledges that each of the above and following representations, covenants, and waivers has been knowingly and voluntarily made and that each is a material factor in Stone & Berg's decision to extend credit.

In consideration of the extension of credit by Stone & Berg to \_\_\_\_\_ ("Customer"), and for other goods and valuable consideration, the undersigned hereby unconditionally guarantees to personally pay all sums of money hereafter to become due from the Customer, including without limiting the generality of the forgoing, legal and other costs of attempt to collect said sums from the Customer and the undersigned, and interest on said sums.

The personal joint and several liability of the undersigned is primary and shall not be affected by any discharge, extensions of time, release of security, incorporation, merger, bankruptcy, transfer, reorganization or sale of Customer's business, acceptance of compromise or any other modification of the liability of the customer, and shall not be any sum received on Customer's account. THE UNDERSIGNED HEREBY WAIVES ANY NOTICE OF CHANGES IN TERMS AND AMOUNT OF EXTENSION OF CREDIT TO THE CUSTOMER, AND WAIVES ANY RIGHTS OF SET-OFF, REDEMPTION AND COUNTERCLAIM WHICH MAY BE ALLEGED TO EXIST IN FAVOR OF CUSTOMER. THE UNDERSIGNED WAIVES ALL SURETY RIGHTS, RIGHTS TO PRESENTMENT, DEMAND AND NOTICE AND FURTHER WAIVES ALL RIGHTS OF AND CLAIMS TO HOMESTEAD PROTECTION WHETHER NOW EXISTING OR EXISTING IN THE FUTURE AND RECOGNIZES THAT THIS GUARANTY IS A PERSONAL UNCONDITIONAL LIABILITY. THE UNDERSIGNED HEREBY WAIVES HIS/HER/ITS RIGHT TO A TRIAL BY JURY.

The undersigned acknowledges reading and fully understanding each of the terms and conditions set forth herein and signs this guaranty knowingly and voluntarily. The undersigned acknowledges receipt of a copy of this agreement.

Witness my/our hand (s) and seal (s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
USE NO TITLES WHEN SIGNING

Print

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

(Individually)

Print

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

(Individually)

Upon receipt by STONE & BERG of completed and signed application, terms and conditions, and **Personal Guaranty of Commercial Obligations**, accounts will be opened when approved by both PCEO and CFO.