



PO Box 690 · 1503 West Stein Highway · Seaford, Delaware 19973  
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## CONFIDENTIAL CREDIT APPLICATION AND SALES AGREEMENT

We are pleased to extend open account privileges to all qualified applicants without respect to race, religion, gender or national origin.

### ALL INFORMATION MUST BE COMPLETED

Full Legal Name \_\_\_\_\_ Type of Business \_\_\_\_\_ Date Business Began \_\_\_\_\_

DBA or T/A \_\_\_\_\_ Annual Sales \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

### \*\*IF TAX EXEMPT – CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO APPLICATION OR TAX WILL BE CHARGED\*\*

Business is:  Corporation (State of Incorporation: \_\_\_\_\_)  Partnership  Sole Proprietorship

List below the name of the Officers, Partners, and/or Sole Proprietor:

Name	Title	Home Address	Telephone #	Social Security #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bank \_\_\_\_\_ Acct Name \_\_\_\_\_ Acct # \_\_\_\_\_

Bank Address \_\_\_\_\_ Bank Phone \_\_\_\_\_

### TYPE OF ACCOUNT:

Open Credit Account  Estimated Monthly Purchases \$ \_\_\_\_\_  C.O.D

### ARE PURCHASE ORDERS REQUIRED?

Yes  No

### CREDIT REFERENCES:

1. Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Traded since \_\_\_\_\_ Phone \_\_\_\_\_  
 Acct # \_\_\_\_\_ Fax # \_\_\_\_\_

2. Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Traded since \_\_\_\_\_ Phone \_\_\_\_\_  
 Acct # \_\_\_\_\_ Fax # \_\_\_\_\_

3. Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Traded since \_\_\_\_\_ Phone \_\_\_\_\_  
 Acct # \_\_\_\_\_ Fax # \_\_\_\_\_

4. Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Traded since \_\_\_\_\_ Phone \_\_\_\_\_  
 Acct # \_\_\_\_\_ Fax # \_\_\_\_\_

**FINANCIAL:** To assist us in expediting full credit approval, please enclose a copy of your most recent financial statement. Be assured the content therein will be treated as confidential and sensitive financial data.

**STATEMENT:** In consideration of credit being extended by PENCO to me/us/it, I or we certify the truthfulness and veracity of the statement appearing on this credit application. I or we guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing by me or us or any other person, firm or corporation for our benefit. If credit is extended to a corporation, payment of all credit extended to said corporation is personally guaranteed by the persons signing this application. This guarantee shall be and is an open and continuous guarantee.

**STATEMENT:** In the event this account is placed in the hands of an attorney or a collection agency for collection or suit instituted to collect same or any portion thereof, I or we agree and promise to pay a collection fee of 25% of the balance then due and owing. It is further understood that the agreement for credit and interest will be governed by the laws of the State of Delaware.

**PENCO's** regular billing date is the last day of each month, net 30. A LATE CHARGE OR FINANCE CHARGE WILL BE ASSESSED IN THE AMOUNT OF TWO PERCENT (2%) PER MONTH (24% PER ANNUM) ON THE DELINQUENT BALANCE AND WILL CONTINUE TO BE ASSESSED MONTHLY AS LONG AS THE ACCOUNT IS DELINQUENT.

**LIMITED WARRANTY:** Seller warrants its goods to be free from defects in material and workmanship at the time of delivery. Seller will assist, if necessary, in communication with manufacturer to enforce manufacturer provided warranty. SELLER MAKES NO WARRANTY FOR MERCHANTABILITY, NO WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED. Seller's liability extends only to assist in communication with the manufacturer. Seller shall not be liable for any incident, consequential, or special damages.

**STATEMENT:** If any part of this agreement is found invalid or unenforceable, only that particular part found, and not the entire agreement, will be inoperative.

**INTERPRETATION AND MODIFICATION:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. This contract may be modified or rescinded only by writing signed by both parties or their duly authorized agents.

**NON-WAIVER:** No waiver of any provision of this agreement shall be deemed to be, nor shall constitute a waiver of any provision, whether or not similar. Nor shall any waiver constitute a continuing waiver.

**NOTICE: IT IS IMPORTANT THAT YOU THOROUGHLY READ BEFORE SIGNING**

(X) \_\_\_\_\_ Date \_\_\_\_\_

Applicant

(X) \_\_\_\_\_ Date \_\_\_\_\_

Applicant