



# Thos. Somerville Co.

Plumbing, Heating & Air Conditioning Supplies

## BUSINESS CREDIT APPLICATION

TSCO Branch \_\_\_\_\_ TSCO Salesman \_\_\_\_\_ TSCO Account # \_\_\_\_\_

Application Date: \_\_\_\_\_ Federal ID #: \_\_\_\_\_ Date Established: \_\_\_\_\_

Legal Name of Business (Purchaser): \_\_\_\_\_

List name of any company you have been an owner/officer of: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ [ ] Corp. [ ] Sole Prop [ ] Partnership [ ] LLC [ ] OTHER

Cell# \_\_\_\_\_ E-Mail: \_\_\_\_\_

PRINCIPALS:	Full Name	Home Address (City, State, Zip Code)	SS#	Position
_____	_____	_____	_____	_____

Business References:	Name	Phone Number w/area code	Account #
Supplier:	_____	_____	_____
Supplier:	_____	_____	_____
Supplier:	_____	_____	_____
Bank (Checking):	_____		

### GUARANTY

This Guaranty is given by the undersigned to Thos. Somerville Co., (hereinafter referred to as the Company) in order to induce it to extend credit to, or otherwise become a creditor of the Purchaser, its successors and assigns.

I/WE hereby unconditionally PERSONALLY GUARANTEE to the Company the prompt payment, when due, of every claim of the Company that may hereafter arise against the Purchaser, its successors and assigns.

I/WE do also unconditionally PERSONALLY GUARANTEE payment of all costs of collection including but not limited to, attorney's fees of thirty-three and one-third percent (33 1/3%) of the amount placed for collection, court costs plus interest at 24% per annum.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor(s) by notice in writing to the Company by certified mail. Such revocation shall be effective only as to the claims of the Company that arise out of transactions entered into thirty (30) days after the Company's receipt of said notice. This obligation shall cover the renewals of any claims guaranteed by this instrument or extensions of time for payment hereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. This GUARANTY is, and shall remain binding upon their heirs, estate representatives, successors, and assigns of Guarantor. If Purchaser changes its legal formation or status after execution of this guaranty (hereinafter, "Successor Entity") with or without the knowledge or consent of the Company, the undersigned shall unconditionally guaranty the payment of, and be jointly and severally liable to the Company for all claims, service charges, costs and attorneys fees assessed or incurred by the Company for any indebtedness incurred by or transferred to such Successor Entity.

This GUARANTY is independent of any rights that the Company may have with respect to the above noted debt of Purchaser, its successors and assigns. All of the Company rights are cumulative and not alternative.

The undersigned hereby waive all exemptions including their homestead exemption as well as all requirements or rights with regard to notice, presentment, demand, notice of dishonor, notice of protest and nonpayment in the event of default, and the undersigned further agree(s) that venue and jurisdiction for any legal proceeding to enforce the terms of this Guaranty, including payment, may be brought, at the Company's option, in the applicable State and Federal Courts of competent jurisdiction in and for Montgomery County, Maryland, and this guaranty and its terms shall be interpreted and governed by the laws of the State of Maryland, in that this agreement and guaranty are formed in the State of Maryland by the Company's ratification of this agreement in Upper Marlboro, Maryland.

The undersigned agree to all terms of this guaranty and grant the Company authority to investigate the credit and financial responsibility of the undersigned prior to granting credit to the Purchaser and at all times thereafter until the Purchaser's account is closed and paid in full. The undersigned holds harmless the Company and its employees for credit reporting of the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Credit Application ratified on \_\_\_\_\_ By \_\_\_\_\_ of TSCO.

Mail To: 16155 Trade Zone Avenue, Upper Marlboro, MD 20774 • Phone 301-390-9575 • Fax 301-390-1108

# Thos. Somerville Co.

Plumbing, Heating & Air Conditioning Supplies

## TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including direct shipment sales arranged by or through Thos. Somerville Co. whether or not materials are delivered by or through Thos. Somerville Co.
2. Thos. Somerville, and/or its operating Divisions hereby sells to Purchaser and Purchaser hereby purchases all items of plumbing, heating and air conditioning, subject to the terms and conditions set forth and herein below. All orders are based on the quotations and, if placed within thirty (30) days from date of quotation, and accepted by Thos. Somerville Co., will be billed at the price quoted. ALL PRICES ARE FOB SHIPPING POINT UNLESS OTHERWISE SPECIFIED IN WRITING. THE PRICES QUOTED ARE SUBJECT TO ADDITIONAL FEDERAL, STATE OR LOCAL TAXES. All limits on credit or amounts of credit given shall be made by Thos. Somerville Co. in its sole discretion from time to time as necessary.
3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, Purchaser agrees to hold Thos. Somerville Co. harmless for any delay and agrees to make payment in full for said goods.
4. All materials delivered must be examined and inspected by the Purchaser and/or his agent or representative upon receipt, any claim of shortage and / or damage must be made as the time of delivery. Where Purchaser and / or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within ten (10) business days of delivery. Any claims made after the prescribed time period will not be honored.
5. A minimum of 20% handling charge will be made on all merchandise returned for credit. No merchandise will be accepted without our prior authorization. Out of the carton material will not be accepted for credit. All returns will be accompanied with the original invoice number of purchase for reference.
6. Purchaser agrees that his / her SOLE REMEDY available for any default arising out of the sale and / or use of any and all materials purchased shall be the return of said materials purchased for a refund of the purchase price less the handling charge. Purchaser acknowledges that no suit will be brought against, or shall include, Thos. Somerville Co. where either consequential or incidental damages are sought.
7. This credit agreement and terms of sale was made in the State of Maryland (by Thos. Somerville Co. having countersigned it in Maryland) and is to be performed in the State of Maryland by reason of the orders placed and payments required to be made to Thos. Somerville Co. in Maryland. This credit agreement and terms of sale shall be interpreted and governed by the laws of the State of Maryland. Purchaser, its successors and assigns agrees to personal jurisdiction and venue for any legal proceeding to enforce the terms of sale and this agreement, including payment may be brought, at Thos. Somerville Co.'s sole discretion, in the applicable Federal and State Courts of competent jurisdiction in and for Montgomery County, Maryland
8. Thos. Somerville Co. shall be notified in writing by certified mail, any changes to Purchaser's name or legal status and such change will become effective thirty (30) days after receipt of such notice by Thos. Somerville Co.
9. On all matters referred by Thos. Somerville Co. to their attorneys for collection, purchaser agrees to pay 33 1/3% of the total sale price or actual amount billed, whichever is greater, for attorney's fees plus costs, and disbursements.
10. PURCHASER AGREES THAT THOS. SOMERVILLE CO. SHALL NOT BE RESPONSIBLE FOR ANY MANUFACTURER'S OR SHIPPING DEFECT. Purchaser further agrees to hold Thos. Somerville Co. harmless for any manufacturer's or shipping defect or ANY INJURY TO person(s) due to said defect.
11. All warranties are limited to the warranty given by the manufacturer, and in no event will Thos. Somerville Co. be responsible for installation or labor charges. TSCO makes no warranties, express or implied, including but not limited to the implied warranty of merchantability and finally for particular purpose.
12. The RISK OF LOSS of any goods and/or materials shall pass to the Purchaser as soon as said goods and/or materials are delivered to Purchaser at its place of business or any other place specifically designated by the Purchaser for delivery.
13. Purchaser agrees that any account thirty (30) days past due shall be charged 2% per month interest on the unpaid balance, terms of sale are net 30 days.
14. The undersigned agrees that this information is warranted to be true and authorizes Thos. Somerville Co. to investigate any references pertaining to my/our credit and financial responsibility.

Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE. This agreement is not effective until countersigned by Thos. Somerville Co.

_____ Signature	_____ Name (print)	_____ Date
_____ Signature	_____ Name (print)	_____ Date
_____ Signature	_____ Name (print)	_____ Date