



FOR OFFICE USE ONLY

RECEIVED DATE: _____
APPROVED: YES ___ NO ___ DATE: _____
ACCT#: _____ LOCATION: _____
STARTING CREDIT LIMIT: _____
SALES PERSON: _____

COMMERCIAL ACCOUNT APPLICATION

Mail completed original application to: TW Perry
Attn: CREDIT DEPARTMENT
8101 Snouffer School Road
Gaithersburg, MD 20879

NAME OF ACCOUNT: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____ EMAIL: _____

SPOUSE'S NAME (If Individual or Sole Proprietorship): _____

BUSINESS TYPE: REMODELER ___ HOME BUILDER ___ DECK BUILDER ___ OTHER _____

LEGAL ENTITY: SOLE PROPRIETORSHIP ___ PARTNERSHIP ___ CORPORATION ___ GOVERNMENT AGENCY ___

LENGTH OF TIME IN BUSINESS: _____ INCORPORATED IN THE STATE OF: _____

FEDERAL IDENTIFICATION NUMBER: _____ STATE LICENSE OR MHIC NUMBER: _____

TAX STATUS: TAXABLE ___ STATE: _____ TAX EXEMPT ___ (Attach copy of certificate)

REQUESTED CREDIT LIMIT: _____ SALES PERSON (IF ANY): _____ DATE: _____

Actual credit limits will be determined by TW Perry initially and in the future at its sole discretion.

PRINCIPALS OF CORPORATION/PARTNERSHIP

NAME: _____ SS#: _____

ADDRESS: _____ PHONE#: _____

NAME: _____ SS#: _____

ADDRESS: _____ PHONE#: _____

AUTHORIZED PURCHASERS

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

IS A P.O. OR P.O. NUMBER REQUIRED WHEN PLACING AN ORDER: _____

BANK REFERENCE

BANK: _____ ACCOUNT#: _____

CONTACT PERSON: _____ PHONE#: _____

TRADE REFERENCES

NAME: _____ ACCOUNT#: _____

ADDRESS: _____ PHONE#: _____

NAME: _____ ACCOUNT#: _____

ADDRESS: _____ PHONE#: _____

NAME: _____ ACCOUNT#: _____

ADDRESS: _____ PHONE#: _____

**CREDIT APPLICATION WILL NOT BE PROCESSED UNLESS SALE TERMS
AND PERSONAL GUARANTY ARE SIGNED BY THE PRINCIPALS**

COMMERCIAL ACCOUNT APPLICATION - Continued

Have any of the above parties and/or principals filed bankruptcy:

NO: YES:

If yes, provide Name of entity and when bankruptcy filed:

Chapter 7 Chapter 11 Chapter 13

What State was Bankruptcy filed? _____

Do you have any outstanding judgements and/or liens against you? YES: NO:

Do any of the above individuals or principals have any commercial/trade accounts that are past due:

YES: NO:

If YES, please provide an explanation. _____

How did you hear about TW Perry?

- Contractor referral/word of mouth/prior job
- Radio
- TW Perry store event
- TW Perry educational event
- Yelp/Google Review/Internet search
- Television advertisement
- TW Perry sales person
- TW Perry truck/jobsite
- Print advertisement
- Vendor/Manufacturer representative referral
- Association (please circle: NARI, AIA, MBIA, NVBIA)
- Other (please describe below)

THANK YOU for your feedback!

TERMS AND CONDITIONS OF SALE

- 1. These Terms and Conditions of Sale shall control all sales of materials and services...
2. SPECIAL ORDERS: All orders placed for special order materials...
3. DELAY: On all orders of materials, where the delivery date is delayed...
4. INSPECTION: All materials delivered must be examined and inspected...
5. DISPUTE: Applicant agrees that all statements, invoices/charges/deliveries...
6. RETURN POLICY: In TW Perry's sole discretion, stock materials may be returned...
7. CONSEQUENTIAL/INCIDENTAL DAMAGES: Purchaser agrees that its sole remedy...
8. WARRANTIES: TW Perry makes NO WARRANTIES express or implied...
9. TITLE: Title for all goods and/or materials remains with TW Perry...
10. RISK OF LOSS: The risk of loss of any materials shall pass to the Purchaser...
11. PAYMENT TERMS: The regular billing date is the 1st day of each month...
12. FINANCE CHARGE: In the event Applicant's account is past due...
13. CONTROLLING LAW: This Agreement and Guaranty shall be governed by...
14. CREDIT INQUIRIES: TW Perry is authorized to make whatever credit inquiries...
15. AMENDMENTS: Applicant agrees that the Seller may change the finance charge rate...
16. CANCELLATION: Applicant has the right to cancel this Agreement...
17. AUTHORIZED SIGNATORY: In the event purchaser is a corporation, partnership...

NAME (Please Print): _____ SIGNATURE: _____ TITLE: _____

PERSONAL GUARANTY

GUARANTY given by the undersigned to **TWP ENTERPRISES, INC. trading as TW PERRY**, in order to induce it to extend credit to, or otherwise become the creditor of _____ . (Print Your Company Name, hereinafter referred to as "Purchaser")

I/we hereby unconditionally PERSONALLY GUARANTEE to TW Perry the prompt payment, when due, of every claim of TW Perry that may hereafter arise against the Purchase. I/we do also unconditionally PERSONALLY GUARANTEE payment of thirty three (33) percent attorney's fees in the event that the Purchaser's account or any matter related to the account or this Guaranty is referred to counsel, plus court costs, and interest at the rate of two (2) percent per month.

This is a continuing Guaranty and shall remain in full force until revoked by Guarantor by notice in writing to TW Perry, sent certified mail, return receipt requested. Such revocation shall be effective only as to claims of TW Perry that arise out of transactions entered into after TW Perry's receipt of said notice. This Guaranty is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of Guarantor. This Guaranty is independent of any other guaranty or rights that TW Perry may have with respect to the Purchaser. This Guaranty shall survive, and shall be enforceable, even in the event that the Purchaser incorporates, becomes a limited liability company or other legal entity, changes its name, merges with another entity, or otherwise changes the form of its business.

The Guarantors hereby waive their homestead exemptions as well as all requirements or rights with regard to notice, demand, presentation, or protest in the event of non-payment or other default by the Purchaser. The Guarantors agree that the proper jurisdiction and venue for any disputes between the parties shall be in the State of Maryland, or, in TW Perry's discretion, in any location where TW Perry's materials were delivered or used.

NAME (Please Print): _____ SIGNATURE: _____ DATE: _____

NAME (Please Print): _____ SIGNATURE: _____ DATE: _____

AUTHORIZATION FOR PERSONAL CREDIT REPORT

The Guarantor(s) who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relation with TW Perry, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by TW Perry as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship..

NAME (Please Print): _____ SIGNATURE: _____ DATE: _____

NAME (Please Print): _____ SIGNATURE: _____ DATE: _____

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.