



## ■ Principals, Partners, Members, Officers, or Owners

Name & Title SSN Home Address

## ■ Bank Reference

Bank Name

Address City State

Account Officer Telephone No.

Type of Account Date Opened Average Account Balance

Amount of Financing Bank Rating Loan Due Date

No. of NSF Checks (*last 12 months*) Overdraft Protection Yes No

## ■ Trade References

Company Contact Person Address Phone

1.

2.

3.

4.

5.

## Additional Information

Are your accounts receivable, inventory and/or equipment encumbered by a lien or security interest? Yes No

*If yes, please provide name, addresses, and phone numbers of secured parties below.*

Name Address Phone

Are there any outstanding tax liens or civil suits currently pending against the applicant? Yes No

*If yes, please specify).*

Have you had any unsatisfied judgments against you in the past 7 years, had equipment repossessed in the past 7 years, or been declared bankrupt in the past 10 years? Yes No *If yes, please specify.*

**Please attach the following documents along with your application (*required for credit limits exceeding \$10,000*).**

- Corporate financial statements for the last two years prepared by an accountant using GAPP
- Personal financial statements of Principals, or personal tax returns in lieu thereof if proprietorship or partnership.

**GENERAL TERMS:** This Credit Application (“Application”) is between Abel Industries, Inc. (“Abel”) extending credit and the Applicant named on page one hereof (“Applicant”). Applicant acknowledges that Applicant is furnishing the information requested herein, including Applicant’s financial statement, for the purpose of procuring commercial business credit from time to time

with Abel. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of Applicant's financial condition. Applicant authorizes Abel to obtain credit and financial information concerning Applicant at any time and from any source for the purpose of establishing and maintaining credit for the Applicant. In addition, Applicant authorizes Abel to contact the credit references listed herein and hereby grants permission to those references to release requested information about Applicant's credit history. Applicant further agrees that this Application can be mailed to said references and/or other credit sources. The Applicant also releases Abel, its officers, directors, shareholders, and affiliates from any and all liabilities related to contacting the above references or other credit sources. Applicant agrees to assume all state sales taxes. Applicant agrees that this application is for non-consumer, business credit use only.

Should this Application be accepted and credit extended to Applicant, Applicant agrees that this Application was entered into at the offices of Abel, located in Prince William County Virginia. Applicant further agrees to inform Abel within 10 days, at the address set forth on page one, of any changes to Applicant's name, business status or ownership. Applicant also agrees to advise Abel of any defective product provided by Abel Industries, Inc. within 10 days of receipt. Applicant further agrees to examine immediately upon receipt, each of Abel's invoices, and to advise Abel of any disputed transactions or invoices within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Abel of any dispute with respect to defective goods or billing shall constitute a waiver of such dispute. Applicant will not withhold payment when disputes arise.

Applicant further agrees that all warranties on goods sold, if any, are limited to those given by the manufacturer and in no event will Abel be responsible for installation or labor charges. All goods are sold F.O.B. shipping point with the risk of loss or damage shifting to the Applicant upon Abel's delivery to the Applicant or common carrier. Abel reserves the right to cease extension of credit without notice.

**ENTIRE AGREEMENT:** This Application, along with the terms and conditions set forth on Abel's quotations, invoices and delivery tickets (incorporated herein by this reference), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to Abel by Applicant. Applicant hereby agrees to be bound by such terms and conditions. Applicant hereby agrees that the terms and conditions of any purchase order, other than the identity of and quantity of material being purchased, are null and void and of no legal effect.

**TERMS OF PAYMENT:** In consideration of Abel extending credit to Applicant, Applicant agrees to pay for all services and materials provided to or at Applicant's request according to terms and conditions stated herein and on invoices as issued by Abel. All accounts are due and payable at the remittance address shown on the Abel invoice. Applicant agrees that Abel is authorized to apply all unspecified payments at Abel's discretion. Payment is due within thirty (30) days after the invoice is issued and if not timely made then Applicant shall be in "Default". Applicant agrees that it will be charged interest of one and one-half percent (1.5%) per month (18% per annum) for any unpaid balance that is thirty days past the date the invoice was issued. A portion of the month shall be treated as a full month for the purposes of calculating the interest charge when Applicant is in Default. Applicant also agrees to promptly pay said interest charge. Waiver of any charge for any one month shall not be deemed a waiver of future charges. In the event of Applicant's Default, Abel may, at its option, without demand, declare all obligations immediately due and payable.

In addition to paying all sums due hereunder, Applicant agrees to reimburse Abel for all costs of collection including, without limitation, reasonable attorney's fees of not less than thirty-three and one-third percent (33.33%) of the outstanding balance, collection agency fees, expert witness fees, expenses and costs including those associated with the filing of any lien or other action filed due to Applicant's nonpayment.

Applicant further agrees that all funds owed to or received by Applicant from any source, resulting from the services and/or materials supplied by Abel, shall be held in trust for the benefit of Abel. Applicant agrees to promptly pay to Abel all such funds. Upon request, Applicant shall irrevocably assign to Abel its accounts receivable from anyone to the extent that such receivable results from services and/or materials supplied by Abel.

**CREDIT LIMIT:** Upon approval of this Application, Applicant may receive a credit limit which may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that Abel shall have no liability arising out of a credit limit being exceeded.

**ASSIGNMENT:** Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by Abel under the terms of this Application.

**DISPUTE RESOLUTION:** Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Abel's option and at a venue selected by Abel. In the event that Abel elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by Abel. Applicant also agrees to be bound by the arbitrator's decision. Applicant further agrees to waive any claims against Abel for any consequential damages, including but not limited to, lost profits, and for punitive damages in any arbitration or litigation matter. Applicant also agrees that should Abel prevail Applicant shall reimburse Abel for all of its costs incurred in resolution of said dispute to include without limitation reasonable attorney fees, expert witness fees, expenses and costs.

**GOVERNING LAW:** This Application shall be governed and interpreted in accordance with the laws of Virginia. The undersigned, to include without limitation the Applicant and any guarantor, agree that all claims and disputes arising out of or in connection with this Application if not subject to arbitration shall be adjudicated in the courts of Prince William County and consent to the jurisdiction of those courts for the purposes of enforcing any obligations under this Application. The undersigned further WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BY OR AGAINST ABEL UNDER THIS APPLICATION.

**CERTIFICATION:** The person(s) executing this Application hereby represents that he/she has authority to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms as if he/she were the intended Applicant herein.

<b>Applicant's Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
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**CREDIT CARD PAYMENTS:** If you would like to have your credit card information stored electronically, please contact our Accounting Department to provide your banking information. By signing below you authorize us to use your stored credit card and/or banking information to pay for purchases upon your voice authorization.

<b>Applicant's Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
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**Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on 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 this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Abel Industries, Inc., attention: Credit Manager, within sixty (60) days from the date you were notified of the decision to deny credit. Abel will send you a written statement of reasons for denial within thirty (30) days of receiving your request for the statement of reason(s).

**PERSONAL GUARANTY:** For value received and to induce Abel to extend credit to Applicant, the undersigned Guarantor (even if more than one Guarantor) hereby jointly and severally warrants and unconditionally personally guarantees to Abel the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to Abel, as described in this Commercial Credit Application, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. If Abel retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant and/or Guarantor, including the filing of liens due to Applicant and/or Guarantor's failure to make payment, Guarantor agrees to pay attorney, expert witness, and/or collection fees, costs and other related expenses in addition to all other sums owed to Abel by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Abel may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. This Guaranty shall continue in force until written notice of termination is sent by registered or certified mail, return receipt requested, is received by Abel, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be not less than seven (7) days after the described notice is received by Abel and shall not affect transactions which Applicant entered into prior to the termination date. Guarantor authorizes Abel to obtain credit and financial information concerning Guarantor at any time and from any source. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

**By signing here the undersigned warrants the above Commercial Credit Application has been carefully read and the Guarantor understands and agrees to the same.**

<b>Guarantor's Signature</b>	<b>Guarantor's SSN</b>	<b>Title</b>	<b>Date</b>
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**FOR INDIVIDUALS, PROPRIETORSHIPS, PARTNERSHIPS, AND GUARANTORS ONLY**

**The Fair Credit Reporting Act and Federal Equal Credit Opportunity Act**

Applicant acknowledges and agrees that Abel Industries, Inc. and its subsidiaries, divisions and affiliates (collectively “Abel Industries, Inc.”) may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if you are executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to Abel Industries, Inc. and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Abel Industries, Inc. to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until you expressly revoke authorization in writing and have it served on Abel Industries, Inc. by registered or certified mail.

In accordance with the terms and conditions listed above, you hereby authorize Abel Industries, Inc. to obtain commercial credit reports and to share this authorization, and any information contained therein.

**SIGNATURE AND DATE REQUIRED**

<b>Applicant’s Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
<b>Guarantor’s Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
<b>Guarantor’s Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>
<b>Witness’ Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>

**Instructions for Inserting a Digital Signature ID**

Click on appropriate signature highlight to open the “Sign Document” dialogue box

**If you already have an existing digital ID:**

1. Use the *Sign As* scroll bar to find your digital ID and click on it
2. Type in your password and click sign

**If you don’t have an existing digital ID:**

1. Click on the **Save As** scroll bar and scroll to **New ID** at the bottom of the list and click on it
2. In the Add Digital ID dialogue box, click on **A new digital ID I want to create now** - click next
3. Fill in the requested information, click next
4. Browse for the location you would like to store your digital ID (*Security folder is the default*)
5. Fill out password and confirm password
- 6 Click finish



**ABEL INDUSTRIES, INC.**

16815 Interstate Drive  
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Dumfries, VA 22026

703-550-9446 Fax 703-385-0096

www.abelsupply.com

# Voice / Recurring Charge Authorization

## Credit Card Authorization

Cardholder Name \_\_\_\_\_, by executing this agreement unconditionally authorizes Abel Industries, Inc. to charge the following credit card:

Credit Card Type



Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_ / \_\_\_\_\_ CVV Code \_\_\_\_\_

### Cardholder's Billing Address (required)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Abel Industries, Inc. will keep all information entered on this form secure and strictly confidential.*

Cardholder's Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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## Voice / Recurring Charge Authorization

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Credit Card Type



Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_ / \_\_\_\_\_ CVV Code \_\_\_\_\_

#### Cardholder's Billing Address (required)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Abel Industries, Inc. will keep all information entered on this form secure and strictly confidential.*

Cardholder's Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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*(free download)*

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