



A.J. SCHRAFEL PAPER CORPORATION

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248-32 JERICHO TURNPIKE

FLORAL PARK, NY 11002-0788

www.schrafelpaper.com

Credit Application

Fax back to: (516) 437-1702 **Attention: Credit Department**

Legal Name of Applicant: _____

Trade Name (D/B/A): _____

Mailing Address: _____

City: _____ State _____ Zip Code: _____ - _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____ E-Mail Address: _____

Business is a subsidiary of/a division of/owned by: _____

Form of business: Corporation: LLC: Partnership: LLP: Sole Proprietorship:

Other (specify): _____

State established: __ State Registration Number: _____

Date business established in current form: __ / __ / _____ TIN#: _____

DUNS Number: _____ Annual Sales: \$ _____ Net Worth: \$ _____

Years at present location: _____ Anticipated Monthly Purchases: _____

Credit Limit Requested: \$ _____

Name of corporate officers, partners or owner(s):

	<u>Name</u>	<u>Position</u>	<u>Home Address/City/State/Zip</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Trade References: (Please list the Applicant's four largest suppliers.)

1. Co. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

2. Co. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

3. Co. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

4. Co. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

Banking Information:

1. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

Bank Officer: _____ Account Number: _____

2. Name _____ Address _____

City _____ State __ Zip _____ - _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

Bank Officer: _____ Account Number: _____

Who is responsible for paying your bills? (Name/Title): _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____ E-Mail Address: _____

If purchases are to be made only by authorized persons, please attach a list of these people with this application or indicate how we are to identify use of this account: _____

1. **Authorization to Review Credit.** Applicant hereby authorizes A.J. Schrafel Paper Corporation (“Creditor”) to obtain all information, from any sources, Creditor deems necessary to investigate and verify the above information. Applicant further authorizes each source to supply Creditor with such information, as creditor deems necessary to assist it in the consideration of this Credit Application. All decisions with respect to the extension or continuation of credit shall be in the sole discretion of Creditor. Creditor may terminate any credit availability within its sole discretion.

2. **Payment Terms.** Payment terms are clearly stated on invoices. If the total invoice price is not paid in full on or before the due date as stated on the Invoice, the Applicant agrees to pay a late charge on the delinquent balance, calculated at the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law. If the Applicant does not promptly pay all invoices according to terms or if Creditor in good faith deems itself insecure, because of the prospect of payment by Applicant is impaired, then Creditor, at its option and without notice, may declare the entire unpaid balance owed to Creditor by Applicant to be immediately due and payable.

3. **Fees.** Applicant agrees to pay in full all costs and expenses incurred by Creditor in collecting the amounts owed by applicant under this agreement, including any and all court costs and attorneys fees. Should any dispute result in a trial, Applicant agrees to forgo a jury trial.

4. **Change of Ownership.** Applicant must promptly notify Creditor by certified mail of any change in ownership that would change the party obligated by this debt. Applicant shall be responsible for all charges made to this account until such notice is received by Creditor.

7. **Governing Law.** The validity, interpretation, construction and performance of this agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regards to the principles of conflicts of laws and choice of laws. The New York State courts of Nassau County, New York, and the Federal Courts having jurisdiction over the same, shall have exclusive jurisdiction and venue over any dispute arising out of this agreement. Applicant hereby consents to the jurisdiction of such courts.

8. **No Waiver.** The failure of any party to enforce any provisions hereof shall not be construed to be a waiver of the right of such party to thereafter enforce any such provision or any other provision.

9. **Severability.** If any provision of this Agreement is found to be in conflict with the law, that provision shall be interpreted in its broadest meaning consistent with the law, and the remaining provisions shall remain in full force.

10. **Merger.** This Agreement represents the entire Agreement between Applicant and Creditor. This Agreement may be modified only by a writing signed and executed by an authorized representative of Creditor. No sales representative is authorized to make any modifications, extensions, additions or subtractions to this Agreement. A facsimile copy of this Agreement is just as binding as the original thereof.

I/We have read the terms of A.J. Schrafel Paper Corp's Credit application and agree to be bound by its terms.

Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Date: _____

Signature: _____ Title: _____

PERSONAL GUARANTEE

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

Guarantor 1 Name: _____ Signature: _____

Home Address: _____ City/State/Zip: _____

SSN / EIN: _____ Date: _____

Guarantor 2 Name: _____ Signature: _____

Home Address: _____ City/State/Zip: _____

SSN / EIN: _____ Date: _____