



Credit Guarantor Form

CONTACT INFORMATION

Name		Address	
City		State/Province	
ZIP Code		Customer #	

AGREEMENT

In consideration of Stockpile Express extending credit to the above applicant, the undersigned duly authorized owner or officer of the applicant hereby agrees, on behalf of the applicant, to the **terms and conditions** and acknowledges receipt of a copy of this application.

In consideration of Stockpile Express extending credit to the above applicant, the undersigned individual guarantor(s) hereby agree(s) to the terms and conditions listed in Paragraphs 4, 5, 6, and 9 in the **terms and conditions** and acknowledge(s) receipt of a copy of this application.

SIGNATURE(S) OF GUARANTOR(S)

Name		Name	
Signature		Signature	
Date		Date	
Job Title		Job Title	
SS#:		SS#:	

TERMS AND CONDITIONS

PLEASE READ BELOW THE TERMS AND CONDITIONS OF CREDIT. DO NOT HESITATE TO ASK US ABOUT THEM IF YOU SHOULD HAVE ANY QUESTIONS.

1. A 2% discount may be taken on the current month purchases if the account is paid in full by the 10th of the month following the statement date. The account is due net by the 25th of the month and considered past due on the 26th.
2. In the event of default of the foregoing paragraph, APPLICANT agrees to pay the maximum legal rate of interest or service charge at the rate of and not exceeding 2% per month (24% annually) on all unpaid and delinquent accounts together with all reasonable attorneys' fees for the collection and enforcement of all delinquent accounts together with all costs thereof.
3. The APPLICANT authorizes Stockpile Express to make an investigative consumer report and credit check for the purposes of Stockpile Express extending the APPLICANT credit and understands that the APPLICANT may, upon reasonable request, within a reasonable period of time, receive additional information about the nature and scope of this investigative report.
4. The Guarantor(s) hereby unconditionally guarantee payment of whatever amount or amounts shall at any time be owing to Stockpile Express on account of goods hereafter delivered whether said indebtedness is in the form of notes, bills or open account.
5. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by you, without obtaining any consent thereto, and until expressly revoked by registered mail, return receipt requested from the undersigned guarantor(s) to Stockpile Express and any such revocation shall not in any manner affect the guarantor(s) liability as to the indebtedness contracted prior thereto.
6. Notice of indebtedness and/or default in payment are hereby waived. The incorporation, merger, reorganization or sale of the APPLICANT's business shall not operate as a termination of this guarantee.
7. The APPLICANT agrees that Stockpile Express may, at its sole election bring any action arising under the terms of this contract in any court within the Commonwealth of Massachusetts located in any judicial district Stockpile Express selects. The APPLICANT and Stockpile Express hereby agree that venue will be proper as selected by Stockpile Express. If the APPLICANT purchases goods from a branch of Stockpile Express located outside of Massachusetts or if goods are delivered to the APPLICANT outside of Massachusetts and a dispute arises, Stockpile Express retains the right, at its sole election, to bring an action in any court located within the Commonwealth of Massachusetts or, in the alternative, any

court of appropriate jurisdiction in the state where the goods are supplied or Stockpile Express is located. This agreement and rights of the parties hereunder shall be governed by the laws of the state in which any action is commenced.

8. If any provisions of this agreement are found to be void, illegal or otherwise unenforceable, the remainder of this agreement shall not be affected thereby and shall remain fully enforceable. This agreement is binding upon the APPLICANT and its administrators, executors and assigns.

9. The guarantee shall be a continuing, absolute and unconditional guarantee and shall be enforceable by Stockpile Express, its successors and assigns.

By submitting this form, I agree to the terms and conditions above.