

# CREDIT APPLICATION

GMS Mine Repair & Maintenance, Inc.

Administrative Services Office, P.O. Box 2446, Mtn. Lake Park, MD 21550 Phone: 301-334-8186 Fax: 301-334-8698

**CUSTOMER INFORMATION:**

APPLICANT'S BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF APPLICANT'S AGENT PROVIDING THIS INFORMATION: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

DUNS & BRADSTREET #: \_\_\_\_\_

(If there are multiple shipping addresses, please provide all addresses)

PURCHASE ORDER REQUIRED?  YES  NO      YEARS IN BUSINESS: \_\_\_\_\_

TAX EXEMPT?  YES  NO (if yes, please attach a copy of your state exemption certificate)      Amount of Credit Requested: \$ \_\_\_\_\_

BUSINESS TYPE:  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  LLC  OTHER: \_\_\_\_\_

**CUSTOMER'S CORPORATE OFFICERS & OWNERS OR PRINCIPALS (SHAREHOLDERS, PARTNERS, LLC MEMBERS)**

NAME	TITLE	ADDRESS	SOCIAL SECURITY #

**BANK AND TRADE REFERENCES:**

NAME	ADDRESS	CONTACT	FAX NUMBER	PHONE NUMBER

BUSINESS PROPERTY  OWNED OR  LEASED?

IF LEASED, PLEASE PROVIDE OWNER'S NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER NO.

\_\_\_\_\_  
SALESMAN

\_\_\_\_\_  
DATE

## Customer's Representations and Acknowledgements

I, the undersigned duly-authorized agent of Customer, acting for and on behalf of Customer, hereby apply for credit with GMS Mine Repair and Maintenance, Inc., and authorize and request each trade or bank reference listed herein to advise GMS Mine Repair and Maintenance, Inc., of the reference entity's credit experience with Customer and to express an opinion as to Customer's credit record and creditworthiness. On behalf of Customer, I acknowledge and agree that GMS Mine Repair and Maintenance, Inc., in its sole discretion, may submit this credit application and other credit information to other persons or entities, including but not necessarily limited to (a) any person or entity named in this application; (b) any other potential providers of the credit sought by this application, and/or (c) any person or business entity affiliated with GMS Mine Repair and Maintenance, Inc. I do further declare that I have been duly authorized by Customer and by Customer's officers, owners, and principals listed herein to grant consent to GMS Mine Repair and Maintenance, Inc., to obtain their respective credit reports, and to provide GMS Mine Repair and Maintenance, Inc., with copies Customer's financial statements.

Customer acknowledges that GMS Mine Repair and Maintenance, Inc. may, in its sole discretion, refuse to extend credit to customer in connection with any particular transaction. Any references in this application to type or amount of credit applied for shall not be deemed a limitation of Customer's or any guarantors' liability.

## TERMS AND CONDITIONS

For and in consideration of the extension of credit by GMS Mine Repair and Maintenance, Inc., Customer agrees to pay:

- (a) all invoices due on receipt, unless a different due date is established by a specific written agreement;
- (b) monthly credit carrying expenses equal to one and one-half percent (1.5%) of any balance that remains unpaid past its due date;
- (c) costs of collection, including but not necessarily limited to a twenty-five percent (25%) attorney's fee.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## PERSONAL GUARANTY

For and in consideration of the extension of credit by GMS Mine Repair and Maintenance, Inc., to Customer, I, the undersigned Guarantor, do jointly and severally and unconditionally guarantee to GMS Mine Repair and Maintenance, Inc., its successors and assigns, the full and prompt payment when due of any and all sums provided for in this document, which I have read, do fully understand, and do hereby acknowledge, ratify, and accept to the same extent as if I had been acting as Customer's agent for purposes of applying for credit.

I acknowledge and agree that this guaranty is an absolute, continuing, unconditional, and unlimited guarantee of payment and may be enforced before, after, or during any proceedings against Customer, without any resort to any collateral or other guarantor or surety. This guaranty shall be governed by the laws of the State of Maryland and I hereby consent to its jurisdiction.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_