

CREDIT APPLICATION

Visit our website at www.rwmartin.com

Thank you... for your interest in R. W. Martin & Sons, Inc. and this opportunity to serve you. We appreciate your business and the confidence you have placed in us. We'll need some information to process your request for Credit Terms. Your account will be C.O.D. until we receive and process your credit information.

Please Mail or Fax To:

R. W. Martin & Sons, Inc.
310 Park Avenue, Kent, OH 44240
Attn: Accounting Manager
Tel 330.673.8712 Fax 330.673.7467

Business Name _____ Fed Tax ID# _____
Address _____ City _____ State _____ Zip _____
Type of Business _____ Operates as: Corporation Individual Partnership Yr. Est'd _____
Telephone _____ Fax _____ E-Mail Address _____
Contact Name(s) _____ Accounts Payable _____ Ext _____

Trade References:

1. Name _____ Address _____
City _____ State _____ Zip _____ Telephone _____
Account No. _____ Fax _____

2. Name _____ Address _____
City _____ State _____ Zip _____ Telephone _____
Account No. _____ Fax _____

3. Name _____ Address _____
City _____ State _____ Zip _____ Telephone _____
Account No. _____ Fax _____

Bank Information:

Name _____ Address _____
City _____ State _____ Zip _____ Telephone _____
Contact _____ Fax _____

Other Information:

Utilize Purchase Orders: Yes No Sales Tax Exemption: Yes No (If yes, please attach Exemption Certificate.)

Person(s) authorized to place orders: _____

Applicant hereby authorizes R.W. Martin & Sons, Inc. ("Martin") the right to investigate the credit standing of the applicant with any of its suppliers, financial institutions or credit bureaus and retain this data in its file for future reference. APPLICANT HAS READ AND AGREES TO BE BOUND BY THE CREDIT TERMS ON THE REVERSE SIDE HEREOF. The undersigned warrants and represents that the above information is true and correct and may be relied on.

Submitted By: _____
Authorized Signature Title Date

(Please See Reverse Side)

CREDIT TERMS

1. In consideration for credit being extended, I or we, acknowledge and agree to the following:
(1) Payment is jointly, severally, and unconditionally guaranteed within 15 DAYS of the invoice date.
2. The terms and conditions of sale are as stated on the face of all Quotations and Invoices.
3. Time is of the essence for payment. A service charge of 2% per month (24% per annum) or the maximum rate allowed by law, whichever is less, will accrue from the payment due date.
4. No Goods may be returned and no credit will be issued for returned Goods unless Martin's prior written authorization is received. All returns are subject to a minimum re-stocking charge of 15 percent.
5. Any account having an unpaid balance 60 days past due or older will be placed on C.O.D. basis. The account cannot be placed on an open credit basis again without approval from a corporate officer.
6. Any charges still outstanding after 90 DAYS from date of invoice are subject to collection and all collection or arbitration expenses, attorney's fees, and court costs will be borne by Purchaser.
7. Where required, extended payment terms are sometimes available to qualified purchasers. Special arrangements must be in writing and made prior to shipment to make sure the needed credit is available. Consideration will be given by Martin and final approval given by a corporate officer. Any waiver or modification of these credit terms must be in writing and signed by a corporate officer.
8. The Goods will remain the property of Martin and title thereto shall not vest in the Purchaser until the entire purchase price is paid. Furthermore, the Goods shall remain personal property and not become part of any real estate notwithstanding the attachment of such Goods to any real estate.
9. All claims, requests for adjustments or notification of errors must be made within 15 CALENDAR DAYS from date of invoice, or charges are considered accepted.
10. This agreement shall apply to all current and future charges unless revocation is received by registered mail.
11. Credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

The Applicant, being the owner(s) or principal stockholder(s) of the Applicant, hereby agree(s) for valuable consideration to unconditionally guarantee payment and to indemnify Martin from any and all losses Martin might sustain by reason of the Applicant failing to pay obligations when due for goods and services sold by Martin and the signatory on the reverse side agrees to waive notice of default and agrees that Martin may extend the time of payment without limitation, and the signatory jointly and severally agree(s) to be personally liable for the obligations of the Applicant.

WARNING: By signing the reverse side of this paper, you give up the right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you, regardless of any claims you may have against the creditor whether for returned goods, failure to comply with the agreement, or any other cause.