

Torrromeo Industries, Inc.

Kingston Ready Mix and Kingston Materials
33 Old Ferry Road • P.O. Box 2308
Methuen, MA 01844-1097
Office (978) 686-5634 • FAX (978) 685-6721

CREDIT APPLICATION AND AGREEMENT

Company Name: _____

Billing Address: _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ Cell # _____

Type of Business: Please check one of the following

SOLE PROPRIETOR: ___ **PARTNERSHIP:** ___ **CORPORATION:** ___ **LLC** ___

***If incorporated, partnership or LLC under which State _____ also, please list on a separate sheet of paper, all officers, shareholders, members, managers, partners and principals of the Applicant.

Date Business Established: _____ At Present Location: _____

Principal: _____ Date of Birth: _____

Social Security Number: _____ Federal ID Number: _____

Bank Name _____ Contact Name: _____

Address: _____ Account # _____

Phone Number: _____ Fax Number: _____

Payables Contact: _____

Nature of Business: _____

OPEN ACCOUNT TRADE REFERENCES (Complete information please!)

Company Name: _____ **Contact** _____

Address: _____

Phone Number: _____ Fax Number: _____

Company Name: _____ **Contact** _____

Address: _____

Phone Number: _____ Fax Number: _____

Company Name: _____ **Contact** _____

Address: _____

Phone Number: _____ Fax Number: _____

Company Name: _____ **Contact** _____

Address: _____

Phone Number: _____ Fax Number: _____

Are Purchase Orders Required: YES: _____ NO: _____

Sales Tax Status: Taxable: _____ Non Taxable: _____ (If exempt, attach exempt certificate)

Have you ever filed Bankruptcy: YES: _____ NO: _____

Amount of Credit Applying For: \$ _____

Persons allowed to charge on this account: _____

Note: If left blank or unless you tell us otherwise in writing, all employees of your business are authorized to charge.

The above information is for the purpose of obtaining credit and is warranted to be true, accurate and complete.

I/We authorize TORROMEIO INDUSTRIES, INC. (which term shall mean all related and subsidiary companies, including Kingston Ready Mix and Kingston Materials) to verify, investigate and obtain information from any source including the above references pertaining to my/our credit history and responsibility, to obtain credit report(s) from time to time and to exchange credit information. I/We authorize any source including the above references to provide TORROMEIO INDUSTRIES, INC. any and all information that TORROMEIO INDUSTRIES, INC. may request. Such information includes, but is not limited to, employment history and income, bank, and similar account balances and credit history. A copy of this authorization may be accepted as an original.

TERMS OF CREDIT AND GUARANTY

It is expressly understood and agreed that should TORROMEIO INDUSTRIES, INC. extend credit to this applicant, the applicant agrees to pay all balances due for merchandise, materials and services provided on or within thirty (30) days from the date of invoice. It is also understood that any invoices not paid in accordance with the terms hereof shall incur interest at a rate of 1.5% per month (18% A.P.R) on all sums or amounts due after thirty days from the date of invoice. The applicant agrees to pay all costs of collection, including reasonable attorney's fees and costs, whether or not a lawsuit is commenced.

At its own discretion, TORROMEIO INDUSTRIES, INC. may from time to time extend additional credit upon request or reduce or cancel credit. The applicant agrees to be responsible for payment on the full amount of credit extended pursuant to this Credit Application and Agreement. The applicant understands and intends that every request for the provision of merchandise, materials and/or services on credit constitutes a representation that the applicant intends to pay for such merchandise, materials and/or services within the thirty-day terms and that the applicant has the financial capacity to do so. The applicant agrees to notify TORROMEIO INDUSTRIES, INC. in writing of any change in ownership of the applicant and of the occurrence of any event which has, had or may have a material or adverse effect on the applicant, its business, or prospects.

In consideration for credit advanced to the applicant in accordance with this credit application, the undersigned officer/partner/individual hereby represents that s/he is a duly authorized agent of the applicant and does PERSONALLY GUARANTEE the prompt payment of all invoices, interest and other charges incurred by the applicant as they become due and further agrees to all terms and conditions of the extension of credit to the applicant by TORROMEIO INDUSTRIES, INC.

APPLICANT: _____ DATE: _____
(Please print owner(s) name)

SIGNATURE: _____ TITLE: _____

PERSONAL GUARANTEE

In consideration of any extension of credit to the applicant by TORROMEIO INDUSTRIES, INC., I/we hereby, jointly, and severally, if more than one, personally unconditionally guarantee prompt payment when due of any and all invoices, debts, liabilities, and obligations of the applicant above. This includes, but is not limited to, any expenses incurred by TORROMEIO INDUSTRIES, INC for all costs of collection, including reasonable attorney's fees and costs, whether or not a lawsuit is commenced. I/we hereby waive all suretyship defenses and agree to pay all costs and expenses, including reasonable attorneys' fees in enforcing this Guaranty.

SIGNATURE: _____ DATE: _____