



# H. M. SWEENY CO.

## *Parson Supply*

8373 Ardwick-Ardmore Road  
Landover, Maryland 20785  
(301) 322-9100



Approved: \_\_\_\_\_

Rejected: \_\_\_\_\_

Date: \_\_\_\_\_

Special notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Monthly credit limit:

\$ \_\_\_\_\_

### BUYER'S CREDIT APPLICATION AND CONTRACT

DO NOT WRITE ABOVE THIS LINE

Applicant's Type of Business: \_\_\_\_\_

How Long Established? \_\_\_\_\_ Has the business name changed? \_\_\_\_\_ If so, what was the earlier name? \_\_\_\_\_

Employer Federal I. D. Number: \_\_\_\_\_ State No. \_\_\_\_\_

#### Applicant's Business Bank Information

Bank name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Branch Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Bank account in the name of: \_\_\_\_\_

#### SALES TAX EXEMPT NUMBERS

Maryland \_\_\_\_\_

Virginia \_\_\_\_\_

Washington D. C. \_\_\_\_\_

Pennsylvania \_\_\_\_\_

Other \_\_\_\_\_

Auto/Truck License Plate# \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Anticipated monthly credit needs: \$ 

Phone# \_\_\_\_\_

Person to contact relative to account \_\_\_\_\_

Title \_\_\_\_\_



# **BUYER'S CREDIT APPLICATION AND CONTRACT PAGE TWO**

**COMPLETE THIS SECTION IF A PARTNERSHIP**

**Business Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Fax #** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Billing Address if Different from Above:** \_\_\_\_\_

Name of Partners	Residence Address and Telephone	S. S. Number
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

**COMPLETE THIS SECTION IF AN INDIVIDUAL**

**Name of Individual:** \_\_\_\_\_

**Trade Name of Business:** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Business Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Billing Address if Different from above:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**S. S. Number:** \_\_\_\_\_ **Residence Telephone:** \_\_\_\_\_

**COMPLETE THIS SECTION IF A CORPORATION**

**Corporate Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_

**State in Which Incorporated:** \_\_\_\_\_ **Date of Incorporation:** \_\_\_\_\_

**Resident Agent and Address:** \_\_\_\_\_

**Billing Address if different from above:** \_\_\_\_\_

Officers and Title	Residence Address and Telephone	S. S. Number
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

**BUYER'S CREDIT APPLICATION AND CONTRACT PAGE THREE****TRADE REFERENCES**

1) NAME: \_\_\_\_\_ Account No. \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

2) NAME: \_\_\_\_\_ Account No. \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

3) NAME: \_\_\_\_\_ Account No. \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

*This credit application is subject to all of the terms and conditions appearing on both the face and on the reverse sides hereof, and Buyer agrees to bound thereby. Seller's acceptance of a Buyer's credit application is expressly made conditional on Buyer's assent to all the terms and conditions on both the face and reverse sides of all pages hereof. This document cancels and supersedes any prior agreement and as of this date hereof represents a complete and exclusive statement of all terms and conditions relating to the subject matters covered herein.*

\_\_\_\_\_  
**TITLE**\_\_\_\_\_  
**TITLE****SIGNATURE**\_\_\_\_\_  
**PRINTED NAME**\_\_\_\_\_  
**DATE****Accepted by H. M. Sweeny Company****By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**THIS CREDIT APPLICATION AND AGREEMENT SHALL CONSTITUTE A CONTRACT BETWEEN BUYER AND SELLER AND IS SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE HEREOF.**

**1. Buyer agrees he has full knowledge of the conditions printed herein and on the reverse side hereof; and the same shall be binding if either the goods referred to herein are delivered to and accepted by Buyer or if the Buyer does not within Ten (10) calendar days from the date hereof deliver to Seller written objections to said conditions or any part thereof.**

**2. Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery.**

**3. Seller shall not be liable for failure to deliver due to delays in delivery occasioned by strike, lock-outs, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulation, and other causes beyond Seller's control.**

**4. This contract is not cancelable by the Buyer for delays in delivery or other cause until (5) days prior written notice of such intentions shall have actually been received by Seller, and Buyer shall be obligated to accept any goods shipped or delivered by Seller during such period.**

**5. EXCEPT AS OTHERWISE EXPRESSLY STIPULATED HEREIN, SELLER DOES NOT WARRANT THAT THE GOODS COVERED BY THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. Seller shall not be liable for normal manufacturing defects or customary variances from specifications. Buyer assumes all risk and liability for the results obtained by the use of any material delivered hereunder. No claim of any kind whether as to material delivered or nondelivery of material and whether or not based on negligence, shall be greater in amount than the purchase price of the material in respect to which claim is made. The Seller warrants that material delivered hereunder meets Seller's standard specifications of material. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHERE WRITTEN, ORAL, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

**6. All warranties, if any, by any manufacturer or supplier other than Seller are theirs, not Seller's and only such manufacturers or suppliers shall be liable for performances under such warranties, unless Seller furnishes Buyer with a separate written warranty or service contract.**

**7. All claims for alleged defects in goods shall be deemed waived unless made in writing and delivered to Seller within Ten (10) calendar days after receipt of goods by Buyer. No claim shall be effective if made after goods have been cut, altered or otherwise processed. Buyer shall afford Seller prompt and reasonable opportunity to inspect all goods as to which any claim is made. Seller's liability shall be limited to the stated selling price per measurable unit (e.g., foot, pound) of any defect of goods, and shall in no event include Buyer's manufacturing costs, lost profits or good will, or any other special, incidental or consequential damages.**

**8. Delivery of goods to a common carrier or licensed trucker shall constitute delivery to Buyer, and all risk of losses and damages in transit shall be borne by Buyer. Buyer shall be responsible for all freight and shipping charges in addition to the price of the merchandise specified in the contract.**



**BUYER'S CREDIT APPLICATION AND CONTRACT PAGE FIVE**

**REVERSE SIDE OF FORM**

9. The Buyer and the Seller covenant and agree that regarding any dispute arising out of any of the terms and conditions of this contract, that in addition to any lawful jurisdiction, the courts of the State of Maryland in the County of Prince George's shall have to the fullest extent permitted by law and this document jurisdiction over the subject matter of any such dispute and the persons of the parties, regardless of the residence, citizenship or domicile of said parties, provided, however that Seller is given adequate actual notice and a reasonable opportunity to appear before Courts of the State of Maryland in the County of Prince George's. In addition to any other service of process authorized under the Maryland Rules, actual notice shall be construed to mean a copy of the summons and complaint mailed certified, return receipt, to Buyer's address contained on the reverse side hereof or by delivering a copy of the summons and complaint to any person of suitable age and discretion employed by Buyer at Buyer's address located on the reverse side hereof.

10. Any representation, understanding, proposal, agreement, warranty, course of dealing or trade usage not contained herein shall not be binding on Seller.

11. This contract may not be changed or terminated orally. Further, no change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claim change, termination or waiver is sought to be enforced.

12. Any different or additional terms contained in the Buyer's Purchase order, Buyer's confirmation order or any other document other than this instant contract herein is hereby expressly objected to and rejected by the Seller.

13. Waiver by the Seller of a breach or any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

14. Any taxes, duties, fees, charges and assessments of any nature levied by any governmental authority in connection with this transaction, whether the levy is against the Buyer, against the Seller or Seller's employees or against any of the Seller's subcontractors or their employees shall be the responsibility of the buyer.

15. Payment in full is due on the date the merchandise is delivered to the buyer or its agents by the Seller. The date of delivery shall constitute the due date ("Due Date") for all payments owed under this contract. A discount of 1% of the invoice amount is permitted by the Seller if payment is received by the Seller within Ten (10) days of invoice date.

16. Any moneys owed under this contract not paid within Thirty (30) days of the Due Date shall be considered an overdue balance ("Overdue Balance") and said Overdue Balance shall accrue interest at the rate of One and One Half Percent (1.5%) per month, compounded monthly. Buyer shall pay Seller the sum of Fifty Dollars (\$50.00) for each check proffered by Buyer but not honored.

17. Buyer shall be responsible for Seller's reasonable collection cost incurred in collecting any Overdue Balance under this contract. For purposes of this contract it is agreed by Seller and Buyer that reasonable collection costs shall include Seller's reasonable attorney's fees and costs. It is further agreed that reasonable attorney's fees under this contract shall be defined as the sum of Five Hundred Dollars (\$500.00) plus an additional Thirty-Three and One Third Percent (33 $\frac{1}{3}$ %) of that Part of the Overdue Balance in excess of One Thousand Dollars (\$1,000.00). Said Five Hundred Dollars (\$500.00) plus Thirty-Three and One Third Percent (33 $\frac{1}{3}$ %) of that part of the Overdue Balance in excess of One Thousand Dollars (\$1,000.00), is not a penalty of any type, but rather the reasonable and fair estimate of Buyer and Seller of the attorney's fees that would be incurred by Seller initiating litigation against the Buyer for any Overdue Balance under this contract.



**BUYER'S CREDIT APPLICATION AND CONTRACT PAGE SIX**  
**REVERSE SIDE OF FORM**

18. This contract shall be governed by and shall be construed according to laws of the State of Maryland.



*It is Imperative that the Buyers will provide a list of names of each person authorized to used this contract. It is the Buyers' responsibility to keep this list current , and inform the Seller in writing of all additions and deletions to this list. Failure to do so automatically makes the buyer responsible for any non-authorized purchases.*

**THE FOLLOWING PERSONS ARE AUTHORIZED TO MAKE PURCHASES ON THIS OPEN ACCOUNT AS STATED BY THIS CONTRACT.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

**Purchase Order Number Required?** **YES** ☐ **NO** ☐