



# dormakaba USA, INC - Credit Application

To our Customers and Prospective Customers:

dormakaba USA, Inc. prides itself in the service it provides to our customers. You can help us to serve you quickly by filling this application completely. A signature is required and should be signed by owner, partner, officer or manager, stating title.

Legal Name of Business and D/B/A \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Main Phone #: \_\_\_\_\_ Main Fax #: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Type of Business (Identify One) ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) Limited Liability Company ( ) Other

Date Company formed or date business started \_\_\_\_\_ State \_\_\_\_\_ Kind of Business \_\_\_\_\_ DUNS#: \_\_\_\_\_

List of Owners/Representatives (include name, title, home address and social security #)

Name/Title \_\_\_\_\_ Address \_\_\_\_\_ SS# \_\_\_\_\_

Name/Title \_\_\_\_\_ Address \_\_\_\_\_ SS# \_\_\_\_\_

Has the Company or any of the above Principles ever had a business failure or filed Bankruptcy? ( ) Yes ( ) No

### Invoicing Information:

A/P Contact Name: \_\_\_\_\_ Phone : \_\_\_\_\_ Email: \_\_\_\_\_

Please provide email or fax for invoice and statement delivery.

Email address: \_\_\_\_\_ Fax#: \_\_\_\_\_

Do you require a purchase order number? ( ) Yes ( ) No Do you have any special billing requirements? ( ) Yes, please attach ( ) No

Sales Tax Information: ( ) Taxable ( ) Non-Taxable or Exempt **Attach a copy of Exemption Certificate** (If material non-taxable because of Tax-Exempt project you must provide us with the applicable project exemption for each job.)

### Bank Reference:

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Contact Name: \_\_\_\_\_

Account Numbers: Checking \_\_\_\_\_ Savings \_\_\_\_\_

### Trade References: \*\*MUST include fax number

1) Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact Name \_\_\_\_\_ Fax # \_\_\_\_\_

2) Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact Name \_\_\_\_\_ Fax # \_\_\_\_\_

3) Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact Name \_\_\_\_\_ Fax # \_\_\_\_\_

4) Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact Name \_\_\_\_\_ Fax # \_\_\_\_\_

Is your business location: ( ) Owned ( ) Leased Length of Time at Present Location \_\_\_\_\_  
 Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Fax # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Approximate Amount of First Order: \_\_\_\_\_ When: \_\_\_\_\_  
 Approximate Yearly Volume: \_\_\_\_\_

**Please attach your most current bank statement and financial statement of income, assets and liabilities**

**TERMS AND CONDITIONS**

I/we certify that the above information is correct, complete and further understand that dormakaba will rely on this information for the extension of credit. I/we certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes. Customer authorizes dormakaba at any time and from time to time to obtain credit reports on Customer or any individuals listed above, obtain from the bank named herein information requested for the purpose of obtaining and/or reviewing the Customer's credit or to obtain credit and funding information from other persons or entities listed above. Customer further agrees to supply such additional information as may be required by dormakaba to warrant the future extensions of credit or to enable dormakaba to perfect liens or to recover upon any bond issued.

**Customer agrees to pay service charges of 1 1/2% interest per month (or 18% per annum) or the highest legal rate, whichever is less, on any invoice amount past due until paid, both before and after judgment if any, and further agrees to pay all costs incurred in collection of past due amounts, including attorney's fees and costs the event this account is placed with an attorney for collection, whether suit is filed thereon or not.**

Customer further agrees to pay all amounts due under this Agreement, including interest and cost of collection, for all labor and materials supplied on this account before dormakaba has received written notice mailed U.S. certified Return Receipt Requested closing this account, no matter what person or entity ordered or used the labor and material supplied on this account and regardless of any change in legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. Customer understands that it must notify dormakaba in writing, and by certified mail of any change in ownership, the name or the business structure under which credit is established. In the event of such a change in legal structure or the existence of related entities or individuals, it is agreed that both the Customer and the related legal entities or individuals shall be obligated for all amounts due under this Agreement.

Customer agrees that all shipments to any one project shall be considered part of a specific continuing contract related to a single property. All waivers executed by dormakaba shall be effective only to the dollar amount of payments actually received. Customer agrees that dormakaba retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any circumstances, regardless of what other documents have been presented to dormakaba for signature which may imply otherwise. Customer further agrees that dormakaba has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary from Customer.

dormakaba may stop the manufacture of materials or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with dormakaba, or dormakaba has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that dormakaba shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Customer agrees to pay a reasonable storage fee if materials are stored on dormakaba's yard more than 60 days.

This contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws provisions. Exclusive venue and jurisdiction for enforcement of this contract shall be at the option of dormakaba in the Court of Common Pleas of Lancaster County or the United States Eastern District Court of Pennsylvania.

By providing your mailing address, email address, telephone numbers and fax numbers, you consent to receive communication sent by or on behalf of dormakaba USA, Inc, via mail, email, telephone or cell phone and/or fax.

The undersigned has the authority to bind the Customer and is authorized to enter into the credit application terms and conditions.

Applicant:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Personal Guarantee**

In consideration for credit extended, the undersigned, intending to be legally bound, hereby unconditionally guarantees to dormakaba the faithful payment, when due of all amounts owed by the Customer to dormakaba. This is a guarantee of payment and not collection. The undersigned guarantor expressly waives all notice of acceptance of this guarantee, notice of extension of credit, presentment or demand for payment and any notice of default by the company seeking credit and all other notices the guarantor might be entitled to. The undersigned further agrees, in the event legal action is instituted to enforce collection, to pay dormakaba attorney and collection service fees and charges for all accounts hereunder. This Personal Guaranty shall be an agreement of suretyship as well as guarantee. dormakaba may proceed directly against the guarantor whenever any payment owned by the Customer to dormakaba is not made when due, without being required to proceed first against the Customer or any other person or entity. All payments made by the guarantor to dormakaba shall be payable without set-off, deduction or counterclaim. The guarantor hereby represents and warrants to dormakaba that (i) he/she has the power and authority to execute, deliver and perform this Personal Guaranty; (ii) this Personal Guaranty constitutes a legal, valid and binding of the guarantor; and (iii) the execution, delivery and performance of this Personal Guaranty will not violate any contractual obligation of the guarantor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_