



Credit Application
 MAIN PHONE: (330) 369-1192
 P.O. Box 2187
 Warren, OH 44484
 Main Fax: (330) 369-6279

BILL TO:

LEGAL BUSINESS NAME:				
STREET ADDRESS			PHONE ()	
CITY	STATE	ZIP	COUNTRY	FAX# ()

SHIP TO:

BUSINESS NAME				
STREET ADDRESS			PHONE ()	
CITY	STATE	ZIP	COUNTRY	FAX# ()
ACCOUNTS PAYABLE CONTACT:			PHONE ()	
PURCHASING DEPARTMENT CONTACT:			PHONE ()	
TYPE OF BUSINESS: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPREITORSHIP <input type="checkbox"/> DIV/SUBSIDIARY OF				
DATE BUSINESS STARTED:		STATE:		
DOES THE ABOVE COMPANY BELONG TO A BUYING GROUP? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, WHICH ONE?				
TAXABLE/TAX EXEMPT #		D&B	FEDERAL ID#	

CONTACTS:

PRESIDENT:	PHONE:	EMAIL
PURCHASING:	PHONE:	EMAIL
ACCOUNTS RECEIVABLE:	PHONE:	EMAIL:
ACCOUNTS PAYABLE:	PHONE:	EMAIL:

BANK REFERENCE (PLEASE PRINT)

BANK NAME:	PHONE ()	FAX# ()
ADDRESS	CITY	STATE ZIP
ACCOUNT #:	DATE OPENED:	CONTACT PERSON:
AMOUNT OF CREDIT REQUESTED: \$		

I HEREBY CERTIFY THAT THE FIGURES AND STATEMENTS MADE IN THIS DOCUMENT (PAGES 1 & 2) AND ANY OTHER DOCUMENTS(S) PROVIDED ARE WARRANTED TO BE TRUE. THE CUSTOMER HEREBY AUTHORIZES BERK ENTERPRISES, INC. TO CONTACT BANK AND TRADE REFERENCES IN ORDER TO EVALUATE A CREDIT LINE.

AUTHORIZED SIGNATURE _____

NAME (PRINT OR TYPE) _____

TITLE _____ **DATE** _____



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Please print/Type

SALES REPRESENTATIVE

APPLICANT		
COMPANY NAME:	CONTACT	PHONE ()

TRADE REFERENCES (Minimum of 3 required)

REFERENCE 1

NAME:	CONTACT	
ADDRESS	CITY/STATE/ZIP	ACCOUNT #
PHONE ()		FAX ()

REFERENCE 2

NAME:	CONTACT	
ADDRESS	CITY/STATE/ZIP	ACCOUNT #
PHONE ()		FAX ()

REFERENCE 3

NAME:	CONTACT	
ADDRESS	CITY/STATE/ZIP	ACCOUNT #
PHONE ()		FAX ()

REFERENCE 4

NAME:	CONTACT	
ADDRESS	CITY/STATE/ZIP	ACCOUNT #
PHONE ()		FAX ()

REFERENCE 5

NAME:	CONTACT	
ADDRESS	CITY/STATE/ZIP	ACCOUNT #
PHONE ()		FAX ()

TERMS AND CONDITIONS

- I/we understand that payment for all initial purchases is due upon receipt of invoice and all purchases must be paid for by cash, check, credit card or money order on a C.O.D. basis unless and until this credit application is approved by Seller.
- If this credit application is approved, Invoices not paid within terms are considered delinquent and subject to an 8% per annum finance charge.
- I/we understand that inactivity of the account to which this application shall apply may require a new application should the period of inactivity exceed 90 days.
- Any requests for a higher credit limit than denoted on this application may require a new application and reconsideration of terms.
- If the BUYER fails to pay the unpaid balance of said invoice(s)/ account for a period longer than 30 days past terms, the SELLER shall be entitled to exercise due judicial process to obtain a security interest in the BUYER'S real property and assets.
- No purchases may be made on account if any portion of said account is unpaid for a period longer than 20 days.
- BUYER agrees to pay for purchases made by any members of the company or firm upon account of the BUYER herein established.
- The BUYER authorizes the SELLER to obtain reports to be used in connection with this application and to obtain further credit information from any of the persons or firms set fourth in this application and from any other source.
- BUYER understand that the SELLER reserves a security interest in all merchandise sold on credit until the invoice/balance plus all late payment charges are paid in full.
- All sales by SELLER to BUYER will be taxed unless a certificate of tax exemption form accompanies this application.
- A \$30 bank charge will be debited to any account on which a check is returned by the bank and a certified check will be required to replace the returned check. Any account with 2 NSF checks will be required to pay by certified check or cash upon delivery.
- This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio, and the parties consent to the exclusive venue and jurisdiction for the determination of any dispute related to your account to be in the Trumbull County Court of Common Pleas in Warren, Ohio, or in the Federal District Court for the Northern District of Ohio, Eastern Division.

Applicant/BUYER affirms that the information reported and contained in this statement/application is true and accurate and that the applicant/BUYER understands that any false information furnished herein will result in the revocation of credit purchase privileges and the Seller reserves the right to invoke proper legal/judicial procedure to prevent any harm, financial or otherwise, to the SELLER'S company. Furthermore, the SELLER

reserves the right to supplement and amend this application/statement/agreement in the event there is any financial/legal/material change in the BUYER'S condition as it related to any information herein stated.

I acknowledge the information given herein to obtain credit is warranted true.

Name of Applicant/Owner _____ Soc. Sec. # _____

Signature _____ Date ____/____/____

Authorized SELLER Representative _____ Title _____

PERSONAL GUARANTY

The undersigned guarantor of such account agree to be jointly and severally liable for amounts due and owing by BUYER, irrespective of the pendency of any bankruptcy or other legal bars to payment. The guarantor waives any presentment, demand, notice of dishonor, and notice of protest and agrees that SELLER may, from time to time and as many times as it, in its sole discretion, deems appropriate, release, compromise or settle such account; change or waive the terms of such account; grant any extension or indulgence; enter into any agreement of forbearance; or release, surrender, exchange or compromise any held security, any of which may be done without notice to the guarantor.

Signature of Guarantor _____ Soc. Sec. # _____

Print Name _____ Date ____/____/____

FOR OFFICE USE ONLY

Credit Limit \$ _____ Credit Terms _____

Approved by _____ Title _____ Date ____/____/____

RETURN TO:
BERK ENTERPRISES, INC.
P.O. Box 2187
Warren, Ohio 44484
Fax (330) 369-6279
Phone (330) 369-1192



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

_____ (Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Street address

City, state, ZIP code

Signature Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.