

CARBY'S INC.

155 HARTFORD STREET • FRAMINGHAM, MA 01702

TEL: 508 872-7021 • FAX: 508 872-6165

BUSINESS CREDIT APPLICATION

This is a double-sided form. Please fill out all fields. Incomplete applications will be returned for completion.

Application Date: / /		Credit Line Requested: \$	
<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other			
Business Name:		Fed. ID#	
Type of Business:		How long?	
Address Info.:		Street	City State Zip
Street Address (no po boxes):			
Mailing Address:			
Telephone:		Fax:	
E-Mail:		Would you like your invoices e-mailed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Corporations, Trusts, and Partnerships – Names and information of ALL Officers, Partners and Beneficiaries required.

Name/Title	Home Address	Social Security #	Home Telephone #
1			
2			
3			
4			

Banking Account (1):	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other: _____.		
Bank Name:			
Bank Address:			
Bank Phone :	Fax:		
Account in name of:	Account Number:		
Contact, if applicable:			
Banking Account (2):	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other: _____.		
Bank Name:			
Bank Address:			
Bank Phone :	Bank Fax:		
Account in name of:	Account Number:		
Contact, if applicable:			
Loan Information:	Loan Type: Loan #:		
Lender's Name:			
Lender's Address:			
Lender's Ph.:	Lender's Fax:		
Contact, if applicable:			
Trade References:	Account # Phone Fax		
1			
2			
3			
4			

TERMS OF AGREEMENT

I (we) certify that all statements accompanying and contained in this application are true and are made for the purpose of obtaining credit and in consideration of Carby's Inc. selling to me. I (we) agree to the following terms.

I (we) agree to pay the account in full by the twenty-fifth (25th) of the month following month of purchase.

I (we) agree that the terms contained herein are binding on the purchaser and guarantor notwithstanding any provisions or term contained in any purchase order submitted to Carby's Inc.

I (we) hereby constitute any person engaged in the performance of labor upon the premises where delivery is to be made, my agent, to accept delivery and receipt for all materials delivered and authorize Carby's Inc. to leave the materials on the premises if no one is there to accept and receive the material, and Carby's Inc. shall in no way be responsible for the disposition of any materials after such delivery to the premises or pick up by me, my agent, or employee.

I (we) agree to pay service charges for late payments, computed at an annual rate of 18% or such other rate as then may be in effect on all balances remaining unpaid after the due date.

I (we) agree to pay in full for all special orders that Carby's Inc. has taken receipt of on my behalf. I (we) authorize Carby's Inc. to invoice the account at the time of monthly statement if I (we) have been unable to take delivery of such material.

I (we) agree to pay a restocking fee if applicable for returned inventory items. I (we) understand that special orders may not be returnable and agree to pay the restocking fee mandated by the specific vendor for returnable special order materials.

If this account is place in the hands of an attorney or collections agency for collection, I (we) agree to pay all fees for collection, including attorney's fees. I (we) further agree that a charge of 33.3% of the amount of the claim shall be considered reasonable as an attorney fee.

Officer/Partner Signature:	Date:
Officer/Partner Signature:	Date:

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GUARANTY

In consideration of your extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally guarantees the timely payment to you of all sums, even if in excess of the applied for, or established, credit limit, now due or which may hereafter become due and payable by virtue of your extension of credit to the applicant, including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from the customer and the undersigned, and lawful interest on said sum.

The liability of the undersigned shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be affected by any discharges, extension of time, release of security, acceptance of compromise or any other modification of the liability of the customer, and shall not be dependent upon recourse to any remedies against the customer, except that the undersigned shall receive credit for any sum received on the customer's account. The undersigned hereby waives any notice of time and amount of extension of credit to the customer, as well as rights of set-off, redemption and counterclaim, which may be alleged to exist in favor of customer.

This agreement is intended to cover a running account or accounts by the customer and will remain in full force and effect until 30 days after withdrawn by a written document sent by mail, return receipt requested and received at the above address. Such withdrawals shall be effective prospectively only, and this agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from the customer as a result of transactions through and including the date 30 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the customer upon his default. The Incorporation, merger, reorganization or sale of Customer's business shall not operate as a termination of this guaranty. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees enforcing the agreement contained herein both as against the Customer and the undersigned.

This agreement is a Massachusetts contract and shall be interpreted under the Laws of said Commonwealth and shall be effective immediately. This agreement is binding upon the undersigned, his administrators, executors, heirs and assigns.

Witness my/our hand (S) and seal (S) this _____ day of _____ 20_____.

Signature _____
INDIVIDUALLY AS GUARANTOR

Signature _____
INDIVIDUALLY AS GUARANTOR

Signature _____
INDIVIDUALLY AS GUARANTOR

Signature _____
WITNESS