

# STEVEN F KEMPf BUILDING MATERIAL COMPANY

381 BROOKS ROAD  
KING OF PRUSSIA, PA. 19406  
DIRECT ACCESS , TOLL FREE (877)544-5151

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PLEASE MAIL APPLICATION TO FINANCE & ADMINISTRATION OR FAX TO (610) 825-1567.  
(REMITTANCE ADDRESS IS: 381 BROOKS ROAD, KING OF PRUSSIA, PA. 19406)

**IN ORDER TO EXPEDITE YOUR APPLICATION FOR CREDIT, PLEASE FILL IN ALL THE REQUESTED INFORMATION POSSIBLE.**

DATE \_\_\_\_\_

1. BILLING NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ BUSINESS TYPE \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATION – STATE OF FORMATION: \_\_\_\_\_  
FEDERAL TAX ID NO \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_  
OWNER/PRINCIPAL NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_  
SOCIAL SECURITY # \_\_\_\_\_  
OWNER/PRINCIPAL NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_  
SOCIAL SECURITY # \_\_\_\_\_  
PARTNER/SPOUSE'S NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_  
S.S. # OF PARTNER/SPOUSE \_\_\_\_\_  
YEARS IN BUSINESS UNDER CURRENT NAME \_\_\_\_\_ PREVIOUS NAME & LOCATION \_\_\_\_\_  
ARE THE PRINCIPALS OF THE CO. INVOLVED OR ASSOCIATED WITH ANY OTHER BUSINESS? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF SO, PLEASE NAME: \_\_\_\_\_

2. TRADE REFERENCES (AVOID USING SUBCONTRACTORS):

1. NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT \_\_\_\_\_  
2. NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT \_\_\_\_\_  
3. NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT \_\_\_\_\_  
4. NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CONTACT \_\_\_\_\_

3. BANKING: CHECKING, SAVINGS ACCOUNTS CURRENTLY OPEN:

BANK NAME \_\_\_\_\_ PHONE \_\_\_\_\_ ACCT. # \_\_\_\_\_  
BANK NAME \_\_\_\_\_ PHONE \_\_\_\_\_ ACCT. # \_\_\_\_\_

4. BANKRUPTCY: HAS ANY PRINCIPAL, OFFICER, DIRECTOR, PARTNER OR INDIVIDUAL INVOLVED IN THE BUSINESS EVER RECEIVED RELIEF UNDER ANY BANKRUPTCY PROCEEDINGS, EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS? \_\_\_\_\_ YES \_\_\_\_\_ NO IF YOU RESPONDED YES TO ANY OF THESE QUESTIONS, PROVIDE THE DETAILS OF JURISDICTION/NATURE OF CASE, STATUS, ETC.  
\_\_\_\_\_

5. ARE ANY TAXES OWED BY THE APPLICANT TO ANY TAXING AUTHORITY? HAS A TAX LIEN OF CIVIL SUIT BEEN FILED AGAINST THE APPLICANT OR ANY OF ITS OWNERS, PRINCIPALS, PARTNERS, OFFICER OR DIRECTORS IN THE PAST 5 YEARS? \_\_\_\_\_ YES \_\_\_\_\_ NO IF YOU RESPONDED YES TO EITHER OF THESE QUESTIONS, PLEASE PROVIDE THE DETAILS REGARDING THE OVERDUE TAXES, TAX LIEN OF CIVIL SUIT.

6. FINANCIAL STATEMENT PLEASE ATTACH YOUR COMPANY'S MOST RECENT FINANCIAL STATEMENT.

7. PAYMENT ON OPEN ACCOUNTS SHALL BE **NET 30**. ALL ACCOUNTS ARE DUE AND PAYABLE AT THE REMITTANCE ADDRESS SHOWN ON THE KEMPF COMPANY INVOICE. A 1 1/2% PER MONTH SERVICE CHARGE (WHICH EQUALS AN ANNUAL RATE OF 18%) MAY BE ADDED TO ALL PAST DUE ACCOUNTS, AT KEMPF COMPANY'S SOLE DISCRETION. APPLICANT AGREES TO PROMPTLY PAY SAID SERVICE CHARGE. ANY ACCOUNTS PLACED FOR COLLECTION IS SUBJECT TO INTEREST OF 1 1/2% PER MONTH AND APPLICANT IS RESPONSIBLE TO PAY ALL ATTORNEYS' FEES AND RELATED COSTS INCURRED BY KEMPF COMPANY, RELATED TO ITS EFFORTS TO COLLECT MONIES OWED BY APPLICANT. WAIVER OF ANY ONE OR MORE SERVICE CHARGES SHALL NOT BE DEEMED TO BE A WAIVER OF FUTURE SERVICE CHARGES. **BY EXECUTING THIS APPLICATION, APPLICANT AGREES TO AND ACCEPTS THE TERMS IN THIS PARAGRAPH AND THE TERMS OF THIS ENTIRE APPLICATION.**

**8. DEFAULT/REMEDIES.**

A. DEFAULT. THE FAILURE BY CUSTOMER TO MAKE, ON OR BEFORE THE DUE DATE THEREOF, ANY REQUIRED PAYMENT UNDER THIS AGREEMENT, OR OTHER FAILURE OF CUSTOMER TO PERFORM ANY OTHER TERM OF CONDITION OF THIS AGREEMENT IN A TIME MANNER (OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND KEMPF COMPANY) SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS AGREEMENT.

B. UPON THE OCCURRENT OF AN EVENT OF DEFAULT OR DEFAULT, AS DESCRIBED ABOVE, KEMPF COMPANY SHALL BE ENTITLED TO EXERCISE ANY ONE, OR MORE, OF THE FOLLOWING REMEDIES, WHICH MAY BE EXERCISED SINGLY, OR N ANY COMBINATION, SERIALLY OR CUNCURRENTLY, AND AT ANY TIME OR TIMES AND WHENEVER A DEFAULT OR EVENT OF DEFAULT IS CONTINUING, CONTINUING UNWAIVED, OR UNREMEDIED:

(i) IN WRITING, DEMAND IMMEDIATE PAYMENT IN FULL OF ALL ACCRUED AND UNPAID INTEREST AND ALL PRINCIPAL WHICH IS THEN OUTSTANDING AND UNPAID UNDER THIS AGREEMENT; AND/OR

(ii) EXERCISE ANY AND ALL REMEDIES WHICH MAY THEN BE AVAILABLE TO KEMPF COMPANY UNDER ANY OR ALL APPLICABLE STATE OR FEDERAL LAWS, INCLUDING, BUT NOT LIMITED TO, KEMPF COMPANY'S RIGHTS, REMEDIES, POWERS AND/OR PRIVILEGES UNDER THE PENNSYLVANIA UNIFORM COMMERCIAL CODE; AND/OR

(iii) SUSPEND OR CANCEL THE LINE OR CREDIT; AND/OR

(iv) **THE CUSTOMER AND THE UNDERSIGNED GUARANTOR(S) HEREBY AUTHORIZE AND EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OR ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR THE CUSTOMER AND/OR THE UNDERSIGNED GUARANTOR(S) AND ENTER JUDGMENT BY CONFESSION AGAINST THE CUSTOMER AND/OR THE UNDERSIGNED GUARANTOR(S) FOR THE THEN OUTSTANDING AND UNPAID BALANCE UNDER THEIR LINE OF CREDIT GRANTED UNDER THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, AND ALL COSTS AND EXPENSES INCURRED BY KEMPF COMPANY OR ON ITS BEHALF INCLUDING, BUT NOT LIMITED TO COSTS OF SUIT, TOGETHER WITH CHARGES, COSTS AND ATTORNEY'S FEES OF TWENTY PERCENT (20%) OF THE SUMS DUE HEREUNDER, WITH RELEASE OF ALL ERRORS AND WAIVER OF ALL STAYS OR EXEMPTIONS. THIS POWER AND AUTHORITY TO ENTER JUDGMENT BY CONFESSION MAY BE EXERCISED AS OFTEN AS KEMPF COMPANY DESIRES, AS LONG AS A DEFAULT HAS OCCURRED WHICH IS CONTINUING UNWAIVED, UNCURED OR OTHERWISE UNREMEDIED, AND SHALL NOT BE EXHAUSTED BY ANY ONE OR MORE EXERCISES OR ATTEMPTS TO EXERCISE THIS POWER.**

\_\_\_\_\_  
INITIALS/SIGNATURE(S)

\_\_\_\_\_  
INITIALS/SIGNATURE(S)

THE UNDERSIGNED IS NOT IN THE MILITARY. \_\_\_\_\_

THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS NOT A CONSUMER TRANSACTION. \_\_\_\_\_

THE UNDERSIGNED HEREBY WARRANTS AND PROMISES THAT IT/HE HAS AN INCOME IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00). \_\_\_\_\_

9. HOW MUCH OPEN CREDIT ARE YOU SEEKING WITH US (I.E. WHAT IS YOUR DESIRED CREDIT AMOUNT)? \$ \_\_\_\_\_

THE AMOUNT OF CREDIT ISSUED MAY BE INCREASED OR DECREASED AT THE DISCRETION OF KEMPF COMPANY, WITHOUT NOTICE. IF THIS OCCURS, THE SAME TERMS OF CREDIT AS ARE SET FORTH IN THIS APPLICATION, APPLY TO ANY INCREASE OR DECREASE IN THE AMOUNT OF CREDIT ISSUED.

10. THIS AGREEMENT CONTAINS AND CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN KEMPF COMPANY AND CUSTOMER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, PREDECESSORS, DIRECTORS, OFFICERS, SHAREHOLDERS, PERSONAL REPRESENTATIVES, HEIRS, AND LEGAL REPRESENTATIVES. THIS AGREEMENT IS NOT ASSIGNABLE. THIS AGREEMENT MAY NOT BE AMENDED OR ANY PROVISION HEREOF WAIVED OR MODIFIED, UNLESS SUCH AMENDMENT OR WAIVER IS REDUCED TO WRITING AND SIGNED BY THE PARTY AGAINST WHOM IT IS SOUGHT TO BE ENTERED OR ENFORCED. THIS PROVISION REQUIRING A WRITING **CANNOT BE WAIVED.**

IF YOU HAVE ANY PARTICULAR PROBLEMS OR QUESTIONS CONCERNING ANY OF THE ABOVE, PLEASE CONTACT  
JAN DALINA, VICE PRESIDENT OF FINANCE

**STEVEN F KEMPF BUILDING MATERIAL COMPANY**

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**CUSTOMER INFORMATION**

WHAT IS REQUIRED FOR PURCHASES?  
(JOB #'S, PURCHASE ORDERS, JOB NAMES)

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PERSONS AUTHORIZED TO PURCHASE:

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ADDITIONAL INFORMATION ON COMPANY AND PRINCIPALS:  
(FOR EXAMPLE, SPECIFY WHAT TYPE OF WORK COMPANY DOES, HOW YOU GOT IN THE BUSINESS, ETC.)

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ACCOUNTS PAYABLE CONTACT INFORMATION:

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

IF THERE IS A DATE YOU WOULD LIKE YOUR CREDIT APPROVAL BY, PLEASE SPECIFY:

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WHO SHOULD BE NOTIFIED WHEN CREDIT IS APPROVED?

NAME \_\_\_\_\_

PHONE \_\_\_\_\_

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**TRADE/BANK AUTHORIZATION**

I CERTIFY THE INFORMATION PROVIDED IS TO THE BEST OF MY KNOWLEDGE CORRECT, AND AUTHORIZE YOU AND YOUR CREDIT INVESTIGATION AGENCY TO CONTACT AND RECEIVE INFORMATION FROM THE REFERENCES LISTED, REGARDING MY BUSINESS BACKGROUND, REPUTATION, CREDITWORTHINESS, FINANCIAL INFORMATION, BANKING INFORMATION, AND PERSONAL CHARACTER. IT IS UNDERSTOOD THAT THIS INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE AND USED ONLY BY YOUR CREDIT DEPARTMENT.

THE APPLICANT/UNDERSIGNED WARRANTS THAT HE/SHE/IT HAS CAREFULLY READ THIS AGREEMENT AND ITS TERMS AND FULLY AND COMPLETELY UNDERSTANDS SAME.

THIS CREDIT APPLICATION MUST BE SIGNED BY THE PRESIDENT & VICE PRESIDENT OF THE COMPANY IF A CORPORATION, ALL PARTNERS IF A PARTNERSHIP, OR BY THE INDIVIDUAL APPLYING FOR A PERSONAL ACCOUNT.

APPLICANT SIGNATURE

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CO-APPLICANT/PARTNER SIGNATURE

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**PERSONAL GUARANTEE**

AND NOW, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE UNDERSIGNED, FOR GOOD AND VALUABLE CONSIDERATION, INTENDING TO BE LEGALLY BOUND HEREBY, AND TO INDUCE KEMPF COMPANY TO EXTEND CREDIT TO APPLICANT, APPLICANT(S) AND GUARANTOR(S) (EVEN IF MORE THAN ONE) GUARANTEES HEREBY WARRANTS AND UNCONDITIONALLY GUARANTEES TO KEMPF COMPANY, THE FULL AND PROMPT PAYMENT, WHEN DUE, OF ALL INDEBTEDNESS, OBLIGATION, LIABILITIES AND SUMS, PRESENTLY DUE OR WHICH BECOME DUE, BY PURCHASER TO KEMPF COMPANY, INCLUDING FINANCE CHARGES, SERVICE CHARGES, INTEREST CHARGES, COLLECTION COSTS AND REASONABLE ATTORNEYS' FEES, AS A CONSEQUENCE AND IN CONSIDERATION OF KEMPF COMPANY'S ACCEPTANCE OF THIS APPLICATION, AND APPLICANT'S ORDER(S) OF PRODUCT AND MATERIALS AND ANYTHING PURCHASED BY APPLICANT FROM KEMPF COMPANY. FURTHER, APPLICANT(S) JOINTLY AND SEVERALLY WAIVE PRESENTATION, DEMAND, NOTICE OF DEMAND, AND NOTICE OF NON-PAYMENT; AND FURTHER AGREE THAT THEIR LIABILITY SHALL BE JOINT AND SEVERAL AND UNCONDITIONAL WITHOUT REGARD TO THE LIABILITY OF ANY OTHER PARTY HERETO, OR OTHERWISE. APPLICANT(S) AND GUARANTOR(S) AGREE TO PAY ALL EXPENSES, FINANCES CHARGES, SERVICE CHARGES, INTEREST CHARGES, COLLECTION COSTS AND REASONABLE ATTORNEYS' FEES PAID OR INCURRED BY KEMPF COMPANY IN ENDEAVORING TO COLLECT SUCH INDEBTEDNESS, OBLIGATION, LIABILITIES AND SUMS, PRESENTLY DUE OR WHICH BECOME DUE, OR ANY PART THEREFORE OR IN ATTEMPTING TO ENFORCE THIS GUARANTY.

KEMPF COMPANY MAY RELEASE OR RELINQUISH ANY SECURITY NOW OR HEREAFTER HELD FOR ANY INDEBTEDNESS HEREBY GUARANTEED OR ANY GUARANTOR(S) OR SURETY(IES), WITHOUT DISCHARGING, RELEASING OR IN ANY MANNER AFFECTING THE LIABILITY OF APPLICANT/GUARANTOR HEREUNDER.

THE INCORPORATION, MERGER, REORGANIZATION OR SALE OF APPLICANT'S BUSINESS SHALL NOT OPERATE AS A TERMINATION OF THIS APPLICATION AND GUARANTEE, AND THIS GUARANTY SHALL CONTINUE AS TO CREDIT EXTENDED SUCH OTHER ENTITY.

**THE CONFESSION OF JUDGMENT FOR MONEY SECTION OF THIS AGREEMENT PROVIDES FOR THE CONFESSION OF JUDGMENT AGAINST THE UNDERSIGNED FOR MONIES AND ANY AND ALL OTHER SUMS DUE EITHER BY THE PRINCIPAL DEBTOR/CUSTOMER OR BY THE UNDERSIGNED. IN CONNECTION THEREWITH, THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND UPON ADVICE OF SEPARATE COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA.**

**WITNESS(ES):**

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

**SIGNATURE(S):**

APPLICANT \_\_\_\_\_

TYPED NAME \_\_\_\_\_

CO-APPLICANT \_\_\_\_\_

TYPED NAME \_\_\_\_\_

APPLICANT SPOUSE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

CO-APPLICANT SPOUSE \_\_\_\_\_

TYPED NAME \_\_\_\_\_