

## **A&A Global Industries**

17 Stenersen Lane ● Cockeysville, MD 21030-2113 USA Telephone: (410) 252-1020 ● Toll Free (800) 638-6000 www.aaglobal.com email: accounting@aaglobal.com

Customer Code		_	
Approved	☐ Yes ☐ No		
Terms		_	
Credit Limit	\$		

**FOR A&A USE ONLY** 

Date of Application:

	CONTACT IN	IFORMATION				
Business Name			Date St	arted:		
Address			Type of	f Business	Sole Propri	etorship
Suite or P.O. Box					Partnershi	ρ
City, State, ZIP Code					Corporatio	n
Owner/Officer/Partner			SSN:			
Home Address			Date of	Birth:		
City, State, ZIP Code			Home:		Mobile	
Website			Email			
	BANK INI	FORMATION				
Bank Name		Branch Location	1			
Banker/Contact Name		Telephone Number				
Email Address		Account Type		Savings	Checking	Other
Date Account Opened						
	BUSINESS/TRA	ADE REFERENCES				
If you ha	ive a separate document with trade references,	please attach it	to this a	oplication and skip	this section.	
Company name		Phone				
Address		City, State, ZIP	Code			
Telephone Number		E-mail				
Terms		FAX Number				
Company name		Phone				
Address		City, State, ZIP	Code			
Telephone Number		E-mail				
Terms		FAX Number				
Company name		Phone				
Address		City, State, ZIP	Code			
Terms		FAX Number				

### **AGREEMENT**

I/we acknowledge that the information contained herein is accurate to the best of our knowledge and with signature hereon give A&A Global Industries, Inc. or its affiliate's, permission to contact our financial institution and/or trade references or run a credit check for the above named applicant(s) for the purpose of establishing credit.

A&A Global Industries will not share the information provided in this application with any third parties and it is held in confidence.

#### **CREDIT TERMS AND CONDITIONS**

Buyer agrees to and acknowledges the following Terms and Conditions of their account with A&A Global Industries, Inc. ("A&A"):

Full payment of the account must be made within the terms stated on the invoice. Accounts that are past due are subject to a monthly service charge of 1 1/2% (18% APR) on the unpaid balance, but not more than the maximum amount by law. In the event that this account is referred to an attorney for collection, attorneys' fees shall be paid by the buyer in the amount of thirty-three and one third percent (33 1/3%), but not more than the maximum allowed by law, of the balance on the past due amount plus service charges accrued at the time of referral.

This Agreement shall be governed, interpreted and construed in accordance with the substantive and procedural laws of the State of Maryland, County of Baltimore, however nothing in these Terms and Conditions shall limit A&A's right to bring a legal suit, action, or proceedings against Buyer in any other State Court or other forum of proper jurisdiction. Buyer hereby agrees to waive the right to change of venue. Buyer hereby acknowledges that Buyer's consent to choice of law, is a material inducement to A&A extending credit to Buyer and that A&A would not have extended credit to Buyer without such consent. Any suit for monies due to A&A or any of its subsidiaries may be brought by A&A or any of its subsidiaries.

If any of the provisions contained in this Agreement are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

#### **GUARANTY AGREEMENT**

In consideration of A&A's sale of material, products or services with credit to the Buyer shown, the undersigned and if more than one guarantor, jointly and severally (herein referred to collectively as "Guarantor") of Buyer do (does) hereby irrevocably, unconditionally guarantee the full and prompt payment of all indebtedness of Buyer to A&A. The Guarantor's liability hereunder shall not be impaired by any modifications of any of the said indebtedness, or by the acceptance by A&A of any security for such indebtedness, or by the filing of any liens by A&A to realize upon any such securities or by application or payments or credits on the account of the Buyer. It shall not be necessary that A&A resort at any time for payment to the Buyer or to anyone else in order to hold the Guarantor liable hereunder, and no act or omission on the part of A&A in enforcing its claim against the Buyer shall impair this Guaranty. All diligence in collection and all presentation for payment, demand, protest, and notice to anyone of dishonor and of default and of non-payment and of the creation and existence of any and all said indebtedness, liability or obligation, and of the acceptance of this Guaranty, and of any and all extensions of credit hereunder are hereby expressly waived by the Guarantor. This Guaranty shall be unlimited in amount. The Guarantor does hereby authorize and consent that A&A from time to time, without notice to the Guarantor, may give and make such extension, renewals, settlements, and compromise as it may deem proper with respect to any indebtedness of the Buyer covered by this Guaranty, and that any such change shall not effect Guarantor's obligations hereunder. In case of dissolution, liquidation, insolvency, receivership, bankruptcy, or other proceeding under the bankruptcy act of the Buyer, all the said indebtedness shall, at the option of A&A, become immediately due and payable and shall forthwith be paid by the Guarantor in the same manner as though the same had matured by the lapse of time. The Guarantor hereby acknowledges the terms and conditions of Buyer's account with A&A and agrees to bound by all of Buyer's payment terms, conditions and jurisdiction, venue and choice of law provisions including but not limited to the following terms set forth above. This guaranty shall be governed, interpreted and construed in accordance with the substantive and procedural laws of the State of Maryland. Any action at law, suit in equity, or other judicial proceeding for the enforcement of any provisions of this guaranty or for any dispute arising out of or related to this guaranty shall be instituted only in the courts of the State of Maryland; however nothing in this Guaranty Agreement shall limit A&A's right to bring a legal suit, action, or proceedings against the Guarantor in any other State Court of other forum of proper jurisdiction. The Guarantor hereby waives the right to change of venue.

The undersigned acknowledges that the information contained herein is accurate to the best of their knowledge and with signature hereon gives A&A Global Industries, Inc. or its affiliates permission to contact finincial institutions and/or trade references or run a credit check for the above named applicant(s) for the purpose of establishing credit.

The undersigned has read and agrees to the terms and conditions stated herein.

By:		Date:	
•	Signature of Applicant/Guarantor	<del></del>	
	Printed Name & Title of Applicant/Guarantor		



# **A&A Global Industries**

17 Stenersen Lane Cockeysville, MD 21030-2113 Telephone: (410) 252-1020 – Toll Free (800) 638-6000 Email: accounting@aaglobal.com

### **LETTER AUTHORIZING CREDIT REFERENCE**

To whom it may conce	ern:	
Print you name here	of Print the name of your compan	hereby request that you release to A&A
Global Industries the i your company as our		rding my account as I/we are seeking credit from A&A and offering
Thank you.		
Company Name:		
Ву:	Print your name here	Date:
	Please sign here  Please indicate your position with the company	