



CREDIT APPLICATION & PURCHASE AGREEMENT

(This credit application and purchase agreement is between Yorktown Tools LLC and the applicant named below. Upon Seller's approval of credit, applicant agrees to be bound by all terms herein.)

Application Date: _____

BUSINESS INFORMATION

Legal Business Name: _____

EIN: _____

Address: _____
Street

City _____ State _____ Zip Code _____

Phone Number: _____

Accounts Payable Email: _____

Years in Business: _____

Authorized Purchasers (Seller may rely on purchase orders and instructions from the listed authorized purchasers until it receives written notice of any change):

Name (Please Print)	Title	Email

OWNERSHIP INFORMATION (Principal Owners/ Officers)

Name (Please print)	Last 4 of SSN	Driver's License #

Confidential Information: Any personal identifying information is collected solely for credit evaluation purposes and will be maintained in accordance with applicable data protection laws.

BANKING INFORMATION

Bank Name: _____

Address: _____

Phone Number: _____

Account Number (Last 4 Digits): _____

TRADE REFERENCES

Please provide at least 2-3 references with 1 + year history if possible.

Company Name: _____

Address: _____

Phone Number: _____

Company Name: _____

Address: _____

Phone Number: _____

Company Name: _____

Address: _____

Phone Number: _____

PAYMENT TERMS (Please Select One)

NET15

NET30

Other (By Approval Only): _____

(By selecting credit terms, Applicant acknowledges that past due balances will accrue interest as outlined in the Terms & Conditions below. Seller may modify or revoke any credit terms or limit at any time upon written notice to applicant)

TAX EXEMPT

Yes, we are tax exempt. Please provide a copy of our tax-exempt certificate. (Tax exempt status must be re-verified annually or upon seller's request)

CREDIT LIMIT APPROVAL

Requested Credit Limit (\$): _____

Reason for Request: _____

(Any credit limit approved by seller is for internal guidance only and does not constitute a commitment by seller to extend credit up to that amount. Seller may refuse any order or reduce/revoke credit in its sole discretion)

TERMS & CONDITIONS

- Payment Terms:** Invoices are due in full within the selected payment terms above.
- Late Payments:** Past due balances shall accrue interest at a rate of 1.5% per month (18% annually) or the maximum rate permitted by applicable law, whichever is less. Interest accrues from the due date until paid in full. Applicant shall also pay all reasonable collection cost, including attorneys' fee and court cost.
- Personal Guarantee:** If required by Yorktown Tools LLC, Applicant agrees to execute a separate Continuing Personal Guarantee, which shall govern all guarantor obligations.
- Collection Costs:** In the event of default, Applicant agrees to pay all reasonable costs of collection actually incurred, including court costs and, where permitted by law, reasonable attorney's fees.
- Orders & Authorization:** Yorktown Tools LLC may accept purchase orders submitted in writing, including email or electronic communication. Verbal orders may be accepted at Yorktown Tools LLC's discretion but must be confirmed in writing to be enforceable for orders exceeding \$500.
- Delivery & Risk:** Delivery may be made to job sites or designated locations. Responsibility for materials transfers upon delivery unless otherwise agreed in writing.
- Returns:** Returns may be subject to approval and restocking fees depending on manufacturer policies and condition of goods.
- Governing Law & Venue:** This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any legal action shall be brought exclusively in a court of competent jurisdiction located in York County or the city of Newport News, Virginia.
- Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements. It may be modified only by a writing signed by an authorized officer of seller.

AGREEMENT

I certify that the information provided is accurate and agree to the terms above.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CONTINUING PERSONAL GUARANTEE

In consideration of seller extending or continuing to extend credit to the applicant, the undersign guarantor(s) hereby unconditionally and irrevocably guarantees full and prompt payment of all current and future obligations of applicant to seller.

- This guarantee is continuing and unconditional.
- It applies to all balances incurred prior to effective revocation.
- The undersigned agrees to pay all obligations upon demand in the event of default.

- The undersigned agrees to cover reasonable legal and collection costs where permitted by law.

Revocation: This guarantee may be revoked only by written notice sent via certified mail, return receipt requested, to:

Yorktown Tools LLC
605 Piney Point Rd Yorktown, VA 23692

Guarantor Name (Print): _____

Address: _____

Signature: _____ Date: _____

Revocation shall be effective only upon actual receipt and shall apply prospectively only. It shall not affect obligations incurred prior to receipt.