

JADE INDUSTRIES

101 W. WASHINGTON ST. • CONSHOHOCKEN, PA 19428
(610) 828-4830 • (888) 784-7237 • FAX: (610) 828-1028

Credit Application and Agreement

Legal Business Name _____ Email Address: _____

Trade Name (D.B.A.) _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address (if different) _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Resale Tax ID# _____

Year Established _____ Sales Volume _____ Accounts Payable Contact _____

Q Public Corp. Q Partnership Q Private Corp. Q Proprietorship

Name of Owner/Officer _____ Title _____

Home Address _____

Bank Name _____ Account # _____

Address _____

Phone _____ Type of Account _____ Average Balance _____

Current Trade References

1. Name _____ Phone _____

Address _____ FAX _____

Account # _____ Contact Person _____

Name _____ Phone _____

Address _____ FAX _____

Account # _____ Contact Person _____

Name _____ Phone _____

Address _____ FAX _____

Account # _____ Contact Person _____

2. Note: All blanks must be completed and application signed by owner or duly authorized officer or partner.

By executing this application and agreement, we agree to the terms on the reverse side of this document and acknowledge receipt of said terms. We hereby authorize JADE INDUSTRIES to obtain credit information from any or all of the bank and trade references contained here in or otherwise obtained.

Signature _____ Date _____

Credit	Credit				
Approved	Q	Amount	_____	Disapproved	Q
				By	_____
				Date	_____

CREDIT APPLICATION AND AGREEMENT

In this Credit Application and Agreement, the words “you” or “yours” means you as the applicant and the word “JADE” means JADE INDUSTRIES, INC., a Pennsylvania corporation whose corporate office is located at 101 W. Washington Street, Conshohocken, PA 19428.

1. **PAYMENT:** You agree to pay JADE the total purchase price of property purchased under this Agreement in accordance with JADE’s payment terms generally in effect at the time of such purchase as indicated in JADE’s invoice to you, or, in accordance with payment terms specified in a separate document.
2. **DEFAULT:** If you fail to make any payment to JADE when it is due or fail to fulfill any of your obligations under this Agreement, you will be in default and JADE may demand immediate payment of the full balance owed by you to JADE, and you agree, to the extent permitted by law, to pay JADE’s reasonable attorney’s fees, actual court cost and other costs incurred in collecting the sums owed by you to JADE. Further, to the extent permitted by law, you agree that after a default all sums owed by you to JADE shall bear interest at the rate of eighteen percent (18%) per annum or if you can raise a defense that this is higher than the highest permitted by law, then the rate shall be the highest rate permitted by law.
3. **CREDIT INFORMATION:** You authorize JADE to obtain a credit report from any credit reporting agency or agencies and to obtain credit information from any or all of the persons and entities furnished by you as credit references together with any other references which may be provided by any other sources.
4. **SECURITY AGREEMENT:** You hereby grant to JADE a security interest in all goods sold to you by JADE.
5. **CHANGE OF ADDRESS:** You agree to give JADE written notice prior to changing your address as set forth in this Credit Application and Agreement. You also agree to give JADE written notice upon making any change in your corporate and/or trade name. In the event of a name change all documents applicable under the old name will continue to be applicable under the new name.
6. **GOVERNING LAW:** This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
7. **SEVERABILITY:** The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.
8. **WAIVER OF PROVISIONS:** The failure to enforce at any time any provision of the Agreement or to insist on timely performance of any obligation contained in this Agreement shall not be construed to be a waiver of such provision or of any other provision or of the right to timely performance of all obligations contained herein.
9. **CREDIT AVAILABILITY:** Should a credit be granted by JADE, all decisions with respect to the extension or continuation shall be in the sole discretion of JADE. JADE may refuse to extend credit or terminate credit within its sole discretion.