

THIS BOX TO BE FILLED IN BY  
TORROMEIO INDUSTRIES, INC.

CUST. CODE:

CREDIT AMOUNT:

P/G:

## Torrromeo Industries, Inc.

Kingston Ready Mix and Kingston Materials  
33 OLD FERRY RD - P.O. BOX 2308, METHUEN, MA 01844-1097

Office Phone 978-691-5755 Fax 978-685-6721

CENTRAL DISPATCH 1-800-235-8649 (TMIX)

### CREDIT APPLICATION AND AGREEMENT

#### Company Information

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Nature/Type of Business: \_\_\_\_\_

In Business Since: \_\_\_\_\_ At Present Location: \_\_\_\_\_

#### Legal Form Under Which Business Operates:

Please check one of the following:

SOLE PROPRIETOR: \_\_\_ PARTNERSHIP: \_\_\_ CORPORATION: \_\_\_ LLC: \_\_\_

\*\*\*If incorporated, partnership or LLC: under which State \_\_\_\_\_. Also, please list on separate sheet of paper, all officers, shareholders, members, managers, partners and principals of the Applicant.\*\*\*

If Division/Subsidiary, Name of Parent Company: \_\_\_\_\_ In Business Since: \_\_\_\_\_

Principal: \_\_\_\_\_ Title: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

Payables Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### Bank Reference

Bank Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

#### Financial Information

Are Purchase Orders Required: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Sales Tax Status: Taxable: \_\_\_\_\_ Non Taxable: \_\_\_\_\_ (If exempt, attach exempt certificate)

Have you ever filed Bankruptcy: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Person(s) allowed to charge on this account: \_\_\_\_\_

Note: If left blank or unless you tell us otherwise in writing, all employees of your business are authorized to charge.

Amount of Credit Applying for: \$ \_\_\_\_\_

**Torromeo Industries, Inc.**  
Kingston Ready Mix and Kingston Materials

**CREDIT APPLICATION AND AGREEMENT**

**Open Account Trade References (please complete ALL SECTIONS)**

Company Name: _____	
Contact Name: _____	
Address: _____	
Phone: _____	Fax: _____
Email: _____	

Company Name: _____	
Contact Name: _____	
Address: _____	
Phone: _____	Fax: _____
Email: _____	

Company Name: _____	
Contact Name: _____	
Address: _____	
Phone: _____	Fax: _____
Email: _____	

**The above information is for the purpose of obtaining credit and is warranted to be true, accurate and complete.**

I/We authorize TORROMEIO INDUSTRIES, INC. (which term shall mean all related and subsidiary companies, including Kingston Ready Mix and Kingston Materials) to verify, investigate and obtain information from any source including the above references pertaining to my/our credit history and responsibility, to obtain credit report(s) from time to time and to exchange credit information. I/We authorize any source including the above references to provide TORROMEIO INDUSTRIES, INC. any and all information that TORROMEIO INDUSTRIES, INC. may request. Such information includes, but is not limited to, employment history and income, bank, and similar account balances and credit history. A copy of this authorization may be accepted as an original.

**Torrromeo Industries, Inc.**

Kingston Ready Mix and Kingston Materials

**CREDIT APPLICATION AND AGREEMENT**

**Terms of Credit and Guaranty**

It is expressly understood and agreed that should TORROMEO INDUSTRIES, INC. extend credit to this applicant, the applicant agrees to pay all balances due for merchandise, materials and services provided on or within thirty (30) days from the date of invoice. It is also understood that any invoices not paid in accordance with the terms hereof shall incur interest at a rate of 1.5% per month (18% A.P.R.) on all sums or amounts due after thirty days from the date of invoice. The applicant agrees to pay all costs of collection, including reasonable attorney’s fees and costs, whether or not a lawsuit is commenced.

At its own discretion, TORROMEO INDUSTRIES, INC. may, from time to time, extend additional credit upon request or reduce or cancel credit. The applicant agrees to be responsible for payment on the full amount of credit extended pursuant to this Credit Application and Agreement. The applicant understands and intends that every request for the provision of merchandise, materials and/or services on credit constitutes a representation that the applicant intends to pay for such merchandise, materials and/or services within the thirty-day terms and that the applicant has the financial capacity to do so. The applicant agrees to notify TORROMEO INDUSTRIES, INC. in writing of any change in ownership of the applicant and of the occurrence of any event which has, had or may have a material or adverse effect on the applicant, its business, or prospects.

In consideration for credit advanced to the applicant in accordance with this credit application, the undersigned officer/partner/individual hereby represents that s/he is a duly authorized agent of the applicant and does PERSONALLY GUARANTEE the prompt payment of all invoices, interest and other charges incurred by the applicant as they become due and further agrees to all terms and conditions of the extension of credit to the applicant by TORROMEO INDUSTRIES, INC.

**APPLICANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Please print owner(s) name)

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Personal Guarantee**

In consideration of any extension of credit to the applicant by TORROMEO INDUSTRIES, INC., I/we hereby, jointly, and severally, if more than one, personally unconditionally guarantee prompt payment when due of any and all invoices, debts, liabilities, and obligations of the applicant above. This includes, but is not limited to, any expenses incurred by TORROMEO INDUSTRIES, INC. for all costs of collection, including reasonable attorney’s fees and costs, whether or not a lawsuit is commenced. I/we hereby waive all suretyship defenses and agree to pay all costs and expenses, including reasonable attorney’s fees in enforcing this Guaranty.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_