



Vellano Bros., Inc. & A.J. Vel Ltd.

Water

Sewer

Municipal

Drainage

Credit Application

Application Must be completed in its entirety
and returned to the address below:

7 Hemlock St., Latham, NY 12110

518-785-5537 • Toll free: 800-342-9855

Fax: 518-785-5561 • www.vellano.com



Vellano Bros., Inc.

7 Hemlock St., Latham, NY 12110
518-785-5537 • Fax: 518-785-5561
www.vellano.com



Dear Sir or Madam:

We would like to take the opportunity to thank you for expressing an interest in obtaining a credit account with Vellano Bros., Inc. and/or A.J. Vel., Ltd. As requested, attached you will find an application for credit. This application must be completed in its entirety with current information. The application must also be signed by an officer or principal of your company in all of the appropriate places. Any application that is incomplete in any manner will not be considered for credit. Applications received by Vellano and/or A.J. Vel that are not properly and fully prepared will be returned to the applicant which will delay the issuance of credit. Upon completion of the credit application we ask that you please mail the original signed application to the address listed above to ensure prompt action in reviewing your application for credit. If you have any questions or problems in preparing this application, please feel free to contact our credit department at the corporate headquarters listed above and they will be more than willing to assist you in the process. Once again, we would like to thank you for choosing our companies as "Your Single Source" for water, sewer, and drainage materials and equipment; we look forward to working with you in the future.

Yours Truly,

Joseph Vellano
President and Chief Executive Officer, Vellano Bros., Inc.



Date: _____

Customer Name: _____
Full legal name as it should appear in our ledger

Address: _____

City, State, Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Corporation (State of Incorporation: _____) Partnership Proprietorship Individual Limited Liability Company

Principal Owner(s) or Officer(s):

Name	Title	SS#	Resident Address	Resident Phone
------	-------	-----	------------------	----------------

1. _____

2. _____

3. _____

4. _____

5. _____

Bonding Company: _____ Bank: _____

Address: _____ Account #: _____

_____ Address: _____

Phone: (____) _____ Phone: (____) _____

Sales Tax Status: Non-Exempt Direct Pay Blanket Resale Contractor Certificate

Federal ID# _____

Are purchase orders issued? yes no Issued by whom? _____

Amount of Credit Line Desired: _____

Current Open Charge Accounts (Equipment Rental Co., Auto Parts and Fuel Dist. are **not acceptable**)

Name: _____

Address: _____

Phone: (____) _____

Name: _____

Address: _____

Phone: (____) _____

Name: _____

Address: _____

Phone: (____) _____

Name: _____

Address: _____

Phone: (____) _____



ALL SALES WILL BE SUBJECT TO THE FOLLOWING TERMS

RETURNED MATERIAL: When orders have been filled as specified, no goods may be returned by the purchaser, nor will any credit be allowed, unless written consent has first been obtained from a representative of Vellano Bros., Inc. and/or A.J. Vel., Ltd. (hereinafter referred to as the Companies). When so obtained, the Companies' present policy, subject to change without further notice, is to accept returned material if it, in their sole discretion, finds such material to be standard stock and in good condition. Such credit, in the Companies' sole discretion, shall be the invoice price less twenty-five (25) percent on accepted material, less all shipping and handling charges. In all other cases, the credit, solely determined by the Companies, shall be the scrap value of the goods, less shipping and handling charges.

MANUFACTURERS WARRANTY: Goods sold by the Companies are covered by the manufacturer's warranty and are covered only to the extent of the manufacturer's warranty. The manufacturer's warranty which is given expressly and in lieu of all other warranties, expressed or implied, of merchantability and fitness for particular purpose, constitutes the only warranty made by the Companies and provided to the purchaser.

TRUST FUND AND JOB BILLING: The Companies' policy is to rely upon the trust fund provisions of Federal and State laws requiring that contractors receiving payments on jobs use such funds to pay their suppliers. The Companies will, therefore, require information identifying each job, so that separate bills can be rendered for each project.

SERVICE CHARGES: A service charge of 1-1/2% per month (18% per year) will be billed to your account on all invoices thirty (30) days past due.

TERMS OF PAYMENT: Terms are net thirty (30) days from invoice date. The Companies reserve the right to demand payment in full with all accrued service charges at any time after the first service charge has accrued. PURCHASER AGREES TO PAY ALL OF COMPANIES' ATTORNEY'S FEES TOGETHER WITH ALL COSTS AND DISBURSEMENTS INCURRED IF THE ACCOUNT IS PLACED WITH AN ATTORNEY FOR COLLECTION.

This agreement will be governed by, construed and enforced in accordance with Federal Law and the Laws of the State of New York. Credit has been provided Purchaser in the State of New York. Purchaser hereby waives the right to a jury trial in any action or proceeding brought by either party against the other in the enforcement of this agreement. The purchaser agrees that all actions to enforce this agreement will be venued in Albany County, State of New York.

The undersigned understands that the information provided in this application is being submitted for the purpose of obtaining credit from the Companies and hereby authorizes the investigation of this information. The Purchaser also authorizes the Companies or their representatives to utilize this document as authority and written consent to obtain credit history from third parties now and at any time in the future while the account is active. If the Purchaser utilizes the Companies for a credit reference, the Purchaser hereby authorizes and consents to the Companies providing said information to any third party as requested.

The undersigned thoroughly and completely understands and agrees to the above terms and conditions of credit with the Companies and is duly authorized by the customer to execute this document and bind customer to Companies' terms.

Name of Customer

By: _____
Signature and Title

Date: _____



PERSONAL GUARANTEE

To the Companies:

In consideration of you selling materials and merchandise to _____

_____ (hereinafter "customer"), the undersigned individual personally guarantees to you, your successors and assigns, the prompt payment of all sums as and when due from the above named customer, without first requiring you to proceed against said customer and the undersigned individually and personally guarantees payment of all subsequent purchases by said customer from you, as well as any and all obligations previously incurred or to be incurred by said customer.

I waive all notices including notice of acceptance hereof and of defaults in payment and agree that my individual personal liability shall not be impaired by any extension of the time or other indulgence to any obligor or by any exchange or substitution of goods.

I agree to pay all attorney's fees, costs and disbursements incurred by Vellano Bros., Inc. or A.J. Vel., Ltd. in the event that you retain an attorney to enforce this agreement. This agreement will be governed by, construed and enforced in accordance with Federal Law and the Laws of the State of New York. I hereby waive the right to a jury trial in any action or proceeding brought by either party against the other in the enforcement of this agreement. Guarantor agrees that all actions to enforce this agreement will be venued in Albany County, New York State.

THIS IS A CONTINUING PERSONAL GUARANTEE. Any changes or modifications including substitution of guarantor or the termination of the guarantor's obligations under this agreement can only be obtained by the written consent of Vellano Bros., Inc. and/or A.J. Vel, Ltd.

Guarantor
(signature without title)

Upon execution Guarantor acknowledges receipt of a completed copy of the Personal Guarantee

SS No.: _____

Witness:

(signature)

(print name) Date