



DIVISION 7 SUPPLY

CREDIT APPLICATION

Division 7 Supply, Inc.
1125 Samples Industrial Dr.
Cumming, Ga 30041
Phone: 678-541-0303
Fax: 678-541-0304

Date: _____

Applicant's Name: _____ Date Established: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____ Fax: _____

Federal ID No.: _____ Dun & Bradstreet No: _____ Estimated Monthly Purchases: _____

Tax Exempt: Yes _____ No _____ If tax exempt, must provide a copy of the Tax Exempt Certificate

Business Structure: Sole Proprietorship: _____ Partnership: _____ Corporation: _____ Ltd. Liability Company: _____

Annual Sales: \$ _____ Division 7 Supply Salesperson: _____

If Parent Company Exists: Division: _____ Subsidiary: _____ Name of Parent Company: _____

Principals, Owners, Officers:

<u>Name</u>	<u>Title</u>	<u>Home Address</u>	<u>Social Security #</u>	<u>Phone</u>

PLEASE PROVIDE A PHOTOCOPY OF GUARANTOR

Bank Information

BankName: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Bank Contact: _____ Account #: _____

PLEASE ATTACH COPY OF THE COMPANIES TWO MOST RECENT YEAR-END FINANCIAL STATEMENTS.

Trade Information

Name: _____ Phone: _____ Fax: _____

Address: _____ Contact: _____

Name: _____ Phone: _____ Fax: _____

Address: _____ Contact: _____

Name: _____ Phone: _____ Fax: _____

Address: _____ Contact: _____

Additional Information

Have any of the principals or businesses listed above filed for bankruptcy? Yes _____ No _____ If yes, when: _____

Have you or your company ever had a Judgment place against them? Yes _____ No _____ If yes, when: _____

Who in your organization is responsible for purchasing inventory? Name: _____ Number: _____

Email Address of Primary Contact: _____

Name of Applicant's Authorized Agent: _____

Applicant's Authorized Agents Signature: _____

(All Owners/Officers Must Sign Terms-Conditions-Guarantee on Reverse Side, Both Sides Must Be Signed)

TERMS-CONDITIONS-GUARANTEE

_____, hereinafter referred to as "Applicant", to induce Division 7 Supply, Inc. to consider providing goods and credit to Applicant, hereby agrees for itself, its successors and permitted assigns, that the following terms and conditions shall apply to all sales of good (the "Goods") by Division 7 Supply, Inc. to Applicant.

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which Division 7 Supply, Inc. may from time to time make inquiry to provide to Division 7 Supply, Inc. such financial information as Division 7 Supply, Inc. deems necessary to make credit decisions. Division 7 Supply, Inc. has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event Division 7 Supply, Inc., in its sole discretion finds Applicant financial condition to be unsatisfactory.
2. Division 7 Supply, Inc. will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to Division 7 Supply, Inc. within fifteen (15) calendar days from the date of such invoice of any objection to the Goods listed, the receipt thereof, that such purchase was unauthorized or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims which it may assert against Division 7 Supply, Inc. and/or withhold payment to Division 7 Supply, Inc. based on a claim that Division 7 Supply, Inc. indebted to Applicant. No claim asserted by Applicant against Division 7 Supply, Inc. shall relieve Applicant of its obligations to make timely payments to Division 7 Supply, Inc.
3. Except as otherwise set forth in a Division 7 Supply, Inc. invoice, payment is due within thirty (30) days from the invoice was rendered. If timely payment is not made, the account shall be past due. Applicant agrees that all amounts past due shall bear interest at 1.5 % per month pre-and post- judgment until paid and agrees to pay Division 7 Supply, Inc. in addition to the amount due attorneys' fees of fifteen (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is given to an attorney for collection and also to pay any and all attorney's fees and cost associated with post-judgment collection and lien preparation and recording fees. Applicant agrees that all payments shall be deemed fully executed and preformed in (Forsyth) County, Georgia and will be governed and construed in accordance with the laws of Georgia. Applicant agrees to examine all invoices and statements, promptly upon receipt and to notify Division 7 Supply, Inc. immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify Division 7 Supply, Inc. in writing of such failure of delivery, shortage, discrepancy or error within thirty days of Applicant's receipt of such Invoice or statement, which shall be presumed to have been received on or before the fifteenth day of the month succeeding purchase. Use of material by Applicant shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.
4. Any waiver or non-enforcement by Division 7 Supply, Inc. of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default or enforcement of such term and Division 7 Supply, Inc. shall only be deemed to have given such waiver in writing executed by Division 7 Supply, Inc. providing for such waiver. If any provision of this Agreement is waived by Division 7 Supply, Inc. or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.
5. This Agreement contains the entire agreement and understanding between Division 7 Supply, Inc. and Applicant with respect to the sale of Goods by Division 7 Supply, Inc. to Applicant (other than payment terms and delivery dates set forth in Division 7 Supply, Inc. invoices), supersedes all prior agreements, commitments, representations, and discussions between Division 7 Supply, Inc. and Applicant and is not assignable by Applicant without prior written consent of Division 7 Supply, Inc.. No modification, amendment or addition to this Agreement will be in binding on unless such modification, amendment or addition is in writing executed by Division 7 Supply, Inc. Without limitation of the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant to Division 7 Supply, Inc. and the terms hereof shall control notwithstanding the terms of any such documents and shipments by Division 7 Supply, Inc. The terms hereof shall not be altered or interpreted by reference to any course of dealing between Division 7 Supply, Inc. and Applicant or industry practice. Any action by Applicant instituted against Division 7 Supply, Inc. arising from Goods sold must be commenced within on (1) year from the date of delivery of the subject Goods.
6. Applicant shall have (7) calendar days from the date of delivery to reject Goods as nonconforming. Such rejection must be in writing received by Division 7 Supply, Inc. within such (7) calendar days, and specify Goods rejected and the specific nonconformity asserted and the subject Goods must be received by Division 7 Supply, Inc. within ten (10) calendar days from the initial Division 7 Supply, Inc. delivery. All Goods not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Goods returned must be accompanied by the original invoice or other proof of purchase by Applicant. Physical acceptance of Division 7 Supply, Inc. Goods returned in no way be deemed agreement by Division 7 Supply, Inc. of any claim by Applicant of nonconformity.
7. Division 7 Supply, Inc. shall have a reasonable time after receipt of proper notice of rejection of nonconformity Goods or of revocation of acceptance of nonconformity Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by Division 7 Supply, Inc. in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicants account.
8. Applicant is responsible for determining the Goods it chooses to purchase and for what purpose those Goods will be used and Applicant will not be relying on the skill or judgment of Division 7 Supply, Inc. to select or furnish Goods suitable for any particular purpose. Division 7 Supply, Inc. MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Applicant agrees that its sole and exclusive remedy against Division 7 Supply, Inc. for defective or nonconforming Goods shall be repair or replacement of such Goods, or refund of purchase price, with the remedy to be selected by Division 7 Supply, Inc. in its sole discretion. Applicant hereby waives all other remedies and in no event shall Division 7 Supply, Inc. be liable for any negligence or general, incidental, special, consequential or other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property or any other loss. Division 7 Supply, Inc. may deliver certain third-party manufactures warranties to Applicant, but shall have no liability under such warranties.
9. The undersigned unconditionally personally guarantees the timely payment of all amounts due from Applicant to Division 7 Supply, Inc. and agrees to be jointly and severally liable with the Applicant to Division 7 Supply, Inc. for any debt owned by the Applicant. The undersigned agrees to pay reasonable attorney's fees equal to 15% of the outstanding principal and interest owned by the Applicant in the event that the Applicant's account is placed with any attorney for collection. This personal guarantee may only be revoked in writing sent by certified mail to Division 7 Supply, Inc. Said revocation shall not be effective as to any balance owned prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any other all notices whatsoever.
10. The undersigned waive (s) sufficient homestead exemption to cover the debt and/or collateral herein and further waives any other exemptions which the undersigned may be entitled to by virtue of the constitution of laws of Georgia or the United States of America.

_____ Witness	_____ Guarantor /Individual	_____ Print Name	_____ Date
_____ Witness	_____ Guarantor /Individual	_____ Print Name	_____ Date
_____ Witness	_____ Guarantor /Individual	_____ Print Name	_____ Date

Signed in presence of:

Notary Public

PLEASE PROVIDE A PHOTOCOPY OF GUARANTOR(S) STATE ISSUED DRIVERS LICENSE AND/OR PICTURE ID

Waiver of Claims

The undersigned contractor or individual (the "Undersigned"), by execution of this Waiver of Claims, hereby agrees to indemnify and hold harmless Division 7 Supply, Inc., its officers, employees and/or agents (hereinafter "Division 7") from and against any and all loss or liability of whatever nature from the delivery of materials of materials to any property or improvements thereon where the Undersigned is performing work, whether for its, his or her own benefit or for the benefit of a third party.

Division 7 does not employ or consult with structural engineers. Division 7 delivers material on the ground according to the most common industry practices. Division 7's delivery personnel use their best judgment on the jobsite. Division 7 is not responsible for any building's structural integrity or the integrity of any surface or subsurface improvements and is hereby absolved from any and all liability in the event of any structural damage to the property.

Should this agreement be executed by any person other than the Company owner or other authorized representative at the delivery site or at the time an order is placed for delivery, said person executing this agreement assumes full responsibility for any and all damages to the property or any improvements thereon or there under.

Company Name

Date

Signature of Company Owner

Print Name of Company Owner

Witness: Division 7 Supply, Inc.

Date

DIVISION 7 SUPPLY WILL NOT BE HELD RESPONSIBLE FOR DRIVEWAY/PROPERTY CLAIMS

Signature of Applicant (owner)

Print Name of Applicant (Owner)

Date



DIVISION 7 SUPPLY

To Whom it may Concern:

I/we hereby authorize you to release, for verification purposes, information concerning our account(s) with your institution or firm and any other information deemed necessary for use in Division 7 Supply, Inc. verification process to extend credit to our account.

A PHOTOGRAPHIC OR CARBON COPY OF THIS AUTHORIZATION {BEING A PHOTOGRAPHIC OR CARBON COPY OF THE SIGNATURE(S) OF THE UNDERSIGNED} MAY BE DEEMED TO BE THE EQUIVALENT OF THE ORIGINAL AND MAY BE USED AS A DUPLICATE ORIGINAL.

COMPANY NAME

DATE

SIGNATURE OF APPLICANT

PRINT NAME OF APPLICANT