



www.carolinalumbar.com

Application for Credit

This completed credit application may be **faxed** to **678.244.0099** or **mailed** to the **Plasters Avenue** address.

Date: _____

Account Name: _____

Street Address: _____ **City:** _____ **State:** _____ **Zip:** _____

All accounts must have a physical address for our records. If you receive mail at a P.O. Box, list below.

P.O. Box: _____ **City:** _____ **State:** _____ **Zip:** _____

Non-USPS drop boxes are not acceptable.

Office Phone: (____) _____ **FAX:** (____) _____ **Cell/Beeper:** (____) _____

Please circle whichever applies

Email Address: _____

Type of Organization: **Sole Proprietorship** _____ **Partnership** _____ **Corporation** _____

Principals: _____ **Contractor License #** _____

Purpose of account: **Contractor**, **Spec House**, **Personal Residence**, **Other (describe)** _____

Are P. O. Numbers required? Y N Are Job Names required? Y N Are you tax exempt? Y N
If tax exempt, attach exemption certificate showing number and issuing state.

If this account is for the purpose of building or remodeling a speculative house or personal residence, please list:
Construction Loan Holder: _____ Account No.: _____
Loan Officer: _____ Phone No.: _____

Credit Limit requested \$ _____

BANKING INFORMATION

Checking Account: _____ **Account Number:** _____
Please list the account from which funds will be drawn in payment of this account.

Other Accounts: _____ **Type:** _____ **No:** _____
You need only list additional accounts if you feel it will strengthen the prospect of approval of your application.

TRADE REFERENCES

If no trade references, indicate here if this is a homeowner account _____

Carolina Lumber & Supply Co. adheres to a strict credit-granting policy which considers a weighting of trade and personal credit references. Do not list credit card accounts such as Home Depot, AMEX or Bank Cards as trade references. We will get information on them from your personal CBI Report. Please list only references who can vouch for your credit worthiness within the past twelve months. Vendors with whom you have had only cash transactions, your sub-contractors and utility companies (gas, electricity, telephone or garbage pick-up) are not valid references. Most delays incurred stem from inaccuracies in credit reference information. Please use caution when entering data.

1) **Name:** _____ **Phone No.** (____) _____ -- _____
Account Name or Number: _____ **City:** _____ **State:** _____

2) **Name:** _____ **Phone No.** (____) _____ -- _____
Account Name or Number: _____ **City:** _____ **State:** _____

3) **Name:** _____ **Phone No.** (____) _____ -- _____
Account Name or Number: _____ **City:** _____ **State:** _____

YOUR SIGNATURE IS REQUIRED ON PAGES TWO and THREE OF THIS APPLICATION. APPLICATIONS RETURNED WITHOUT THE COMPLETED PERSONAL GUARANTEE WILL NOT BE PROCESSED. PLEASE READ ALL DECLARATIONS, INCLUDING THE SIGNATORS' AGREEMENT, BEFORE SIGNING.

FOR OFFICE USE ONLY
Approved: YES / NO **BY** _____ **CREDIT LIMIT \$** _____ **Salesman:** _____
Date Opened: ___/___/___ **Date Contacted:** ___/___/___ **Terms:** _____ **Level:** _____

TERMS OF SALE

WE RESERVE THE RIGHT TO CHANGE OR ALTER ANY AND ALL OF THE TERMS OR POLICIES STATED BELOW (OR SEPARATELY PUBLISHED ON ANY OFFICIAL DOCUMENT OF CAROLINA LUMBER & SUPPLY COMPANY), AT ANY TIME WITHOUT NOTICE, WHETHER INDIVIDUALLY OR INCLUSIVE, BASED ON PAYMENT OR OTHER CRITERIA OR EXPERIENCE, AT OUR DISCRETION.

The amount of credit we extend to a customer is subject to change or limitation at any time, either before or after delivery or any part thereof of an order. Payment in cash may be required as a precedent to delivery. If a customer's account is in arrears, we shall have the right, in addition to all other legal remedies, and without prejudice to any other of our rights, to defer further shipments until full payment is received. Receipt of payment, whether full or partial, shall in no way obligate us to extend further credit.

In case the business of customer is sold or transferred, or a customer becomes insolvent, or is sued by any creditor, or a petition of bankruptcy is filed by customer or against customer, or a receiver is appointed for the customer or the customer's business, then in each such event the total amount of customer's account shall become and be at once due and payable without notice or demand of any kind.

All orders, sales contracts, or shipments will be accepted and executed by CAROLINA LUMBER & SUPPLY CO. with the following TERMS and CONDITIONS:

1. TERMS: for credit sales, NET 25th OF MONTH FOLLOWING PURCHASE. If a discount is noted on the invoice and/or statement, payment by check or cash must be received by the 10th of the month following purchase in order to qualify for the listed discount; discounts are NOT available for payments made by debit or credit cards. FINANCE CHARGE applicable to previous month's unpaid balance will be applied by computing a PERIODIC RATE OF 1.5% per month, corresponding to an ANNUAL PERCENTAGE RATE OF 18%.

The buyer agrees that any SERVICE CHARGE computed will become part of his financial obligation to seller. If any account is referred to an attorney for collection, said account will be subject to a reasonable collection fee or attorney's fee, cost and SERVICE CHARGE as set forth above.

2. Delay in or failure to make deliveries (total or partial) due in whole or part to strikes, lockouts, labor troubles, fires, windstorms, floods, acts of God, inability to secure transportation, and/or any other causes beyond our control will not constitute a default.

3. Shipments shall be inspected upon receipt and if any errors or irregularities exist, they must be reported to us in writing before using the merchandise and within 5 days of receipt of goods, otherwise no claims or adjustments of any kinds will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer. Shortages must be indicated on the driver's "SHIPPING SIGN AND RETURN" copy.

4. A restock/handling charge of up to 25% will be made on returned stock merchandise. No goods shall be returned to us without our consent, and any goods returned must be in new, saleable condition.

ALL SPECIAL ORDER items, including window units, pre-hung doors, and trusses are NOT RETURNABLE for credit, refund or exchange.

5. Any adjustment for defective material shall be made on the basis of repair or replacement of the material and no other basis. Carolina Lumber & Supply Co.'s liability for defective goods or materials or damaged goods or materials delivered hereunder shall be limited exclusively to the cost of repair or replacement of the defective or damaged goods or materials existing at the time of shipment. Seller is not responsible for any costs of consequential damages, incidental damages, property damage, labor costs, or other costs of loss or delay associated with any defective or damaged goods or materials. The FORGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY OTHER WARRANTY OF QUALITY, EXPRESS OR IMPLIED, AND INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. Buyer hereby acknowledges and agrees that there have been no representations, understandings or any other agreements whatsoever except that contained in this agreement.

6. The Purchaser is responsible for adequate access to delivery location and assumes liability for damage to property or equipment when trucks are required to leave highways or accepted streets.

7. Special Orders for credit customers may be billed to the customer at the earlier of receipt of goods by Carolina Lumber & Supply Co. or the customer, or when invoiced to Carolina Lumber & Supply Co.

8. Carolina Lumber & Supply Co. is not responsible for merchandise not claimed within 30 days of purchase.

9. ALL WOOD DOORS REQUIRE A MINIMUM OVERHANG OF 4 FEET, OR ANY WARRANTY IS VOIDED. Action on any claim for warp may be deferred for a period of up to twelve (12) months from the date of claim, in order to permit conditioning and equalizing to humidity and temperature conditions. Warp shall not be considered a defect unless it exceeds 1/4" in the plane of the door. The warranty against warp does not apply when doors are improperly hung. Unsatisfactory service or appearance caused by failure to provide adequate overhang and/or failure to finish the door properly and completely as specifically detailed in the manufacturer's guidelines, is not covered under warranty. Natural variations in the color or texture of wood are not considered defects. Doors that exceed 3'0" in width, 7'0" in height and/or 1 3/4" in thickness are not covered under warranty.

10. No. C.O.D.'s.

By affixing my seal below, I certify that I have read and do understand all of the above statements regarding the policies of Carolina Lumber & Supply Co., its' subsidiaries and assigns as they pertain to purchases, returns, and payments; briefly, that the Company can suspend my account for late payment, that no trade discount will be allowed on any payment not bearing a USPS postmark showing mailing on or before the 10th of the month, that Service Charges become a valid part of this agreement and are payable when applied, and that unearned discounts taken will be re-billed to my account. In addition, I hereby authorize all banks, credit unions, creditors and credit reporting agencies listed hereon to release any and all information necessary to Carolina Lumber & Supply Co. or its credit researching agency, Building Materials Suppliers Association, for the purpose of securing this account.

Name: _____ Signature _____ Date: _____

For: _____ Title: _____

AUTHORIZED PURCHASERS

To assist us in assuring the integrity of your account with us, please list below the persons permitted to use this account. It is up to you to keep this list accurate by contacting us whenever a change occurs, whether by deletion or addition. We accept no responsibility for any change in this list not made in writing on your company letterhead. Please fax them to us at (404) 873-3086, attention Accounts Receivable.

UNCONDITIONAL PERSONAL GUARANTEE - REQUIRED ON ALL ACCOUNTS

ALL BLANKS ON THIS PERSONAL GUARANTEE MUST BE COMPLETED

This **Unconditional Personal Guarantee** given by _____, the undersigned, to induce Carolina Lumber & Supply Co. to sell certain building materials and supplies to _____ (hereinafter referred to as "Buyer") upon an open account, the undersigned hereby unconditionally guarantees to Carolina Lumber & Supply Co., its successors and assigns of the obligations evidenced thereby, or of any collateral thereof, or of the existence, extent, or value of any such collateral, and irrespective of any other circumstance, that all sums stated in said account to be payable on such account shall be promptly paid in full, in accordance with the provisions thereof, when due, upon the due date, acceleration or otherwise, and, in case of any extension of time or payment or renewal in whole or in part, all sums shall be promptly paid when due according to such extension or extensions, renewal or renewals, at *maturity*, by acceleration or otherwise.

The undersigned hereby consents that at any time, without notice to the undersigned, payment of any sums payable on such account, or any of the collateral thereof, may be extended, or such account or any such collateral may be renewed, in whole or in part, or any such collateral may be exchanged, surrendered, or otherwise dealt with as the holder of such account can determine, and that any such collateral may be exchanged, surrendered, or otherwise dealt with as the holder of such account may determine, and that any of the acts mentioned in such note may be done, all without affecting the liability of the undersigned and all without notice to the undersigned.

The signature of the undersigned hereto shall constitute an endorsement of the account described above.

The undersigned hereby waives presentment, demand for payment by the maker or anyone else, protest, and notice of nonpayment, dishonor, or protest of such account and all notices and demands.

In the event there is more than one signatory to this document, all signatories to this guarantee shall be jointly and severally liable and shall be deemed to be joint and several guarantors.

This agreement binds the undersigned, his legal representatives, and assigns, and shall continue until revoked in writing by registered mail to Carolina Lumber & Supply Co. by such revocation shall not limit or terminate this agreement in respect of any goods already sold or any indebtedness or payments which shall have arisen or become due, prior to actual receipt by Carolina Lumber & Supply Co. of such revocation. Nothing herein contained shall be construed as an obligation on the part of Carolina Lumber & Supply Co. to sell goods or extend credit to anyone, or as an obligation to continue to sell goods or extend credit.

The obligation of the undersigned is a primary and unconditional obligation and covers all existing and future indebtedness to Carolina Lumber & Supply Co. All liability to Carolina Lumber & Supply Co. shall mature immediately upon the insolvency, the commission of an act of bankruptcy, the appointment of a receiver, the filing of a voluntary or involuntary petition for bankruptcy, reorganization or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by the customer set forth above.

This is a guaranty of payment and performance and not of collection. The liability of guarantor shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against any other person or corporation, nor against securities or liens. Guarantor waives any right to require that *an* action be brought against any person or corporation.

In such manner, upon such terms and at such times as Carolina Lumber & Supply Co. deems best and without notice to Guarantor, Carolina Lumber & Supply Co. may alter, compromise, accelerate, extend or change the time or manner for the payment of sums due under the Note or the performance of any obligation hereby guaranteed, release, substitute or add any one or more guarantors, accept additional security therefore, or release or subordinate any security therefore. No exercise or non-exercise by Carolina Lumber & Supply Co. of any right hereby given Carolina Lumber & Supply Co., no dealing by Carolina Lumber & Supply Co. with Guarantor, or any other person, no change, impairment, release or suspension of any right or remedy of Carolina Lumber & Supply Co. against any person including Buyer or any other Guarantor shall in any way affect any of the obligations of Guarantor hereunder or give Guarantor any recourse against Carolina Lumber & Supply Co.

Until all indebtedness of Buyer to Carolina Lumber & Supply Co. has been paid in full, Guarantor shall have no right of subrogation and waives any right to enforce any remedy which Carolina Lumber & Supply Co. now has or may hereafter have against Buyer and any benefit of, and any right to participate in, any security now or hereafter held by Carolina Lumber & Supply Co.

With or without notice to Guarantor, Carolina Lumber & Supply Co., in its sole discretion and at any time and from time to time and in such manner and upon such terms as Carolina Lumber & Supply Co. deems fit, may apply any and all payments or recoveries from Buyer or from any other guarantor in such manner and order of priority as it may determine, to any indebtedness of Buyer to Carolina Lumber & Supply Co., whether or not such indebtedness is guaranteed hereby or is otherwise secured or is due at the time of such application.

Guarantor shall pay to Carolina Lumber & Supply Co. fifteen percent (15%) attorney's fees and all costs and other expenses which they expend or incur in collecting or compromising any indebtedness hereby guaranteed or in enforcing this guaranty against Guarantor whether or not suit is filed, expressly including, but not limited to, all costs, attorney's fees and expenses incurred by them in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by Lessor or Seller of their rights and remedies hereunder.

If any provision or portion thereof of this guaranty is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this guaranty, and the remaining provisions and portions thereof shall continue in full force and effect.

This guaranty shall be governed by and construed in accordance with the laws of the state of Georgia. Except as provided in any other written agreement, at any time hereafter in force between Carolina Lumber & Supply Co. and the Buyer, this guaranty shall constitute the entire agreement of Guarantor with Carolina Lumber & Supply Co. with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Carolina Lumber & Supply Co. unless expressed herein.

My signature affixed on this, the _____ day of _____, 20____

Guarantor: _____ (LS) SSN _____

Guarantor: _____ (LS) SSN _____

Second Guarantor (by specific request only)