

PO Box 13405
 Birmingham, AL 35202
 Phone 205-252-3158
 Fax 205-327-5446
 ar@serviceconstructionsupply.com



www.serviceconstructionsupply.com

Salesperson _____

Location

- Birmingham, AL
- Elberta, AL
- Madison, AL

Credit Application & Personal Guaranty

Date of Application _____ Estimate of monthly credit needed _____

Purchase Order Required: Yes No Tax Exempt? Yes (If yes, provide certificate) No

Invoice Delivery: Email Fax Mail Statement Required: Yes No

Company or Billing Name _____ Daytime Phone _____

Street Address _____ After Hours Phone _____

Mailing Address _____ Fax # _____

City _____ County _____ St _____ Zip _____ Cell _____

Accounts Payable Contact _____ Email _____

Corporate Name & Address _____
 (If different from above) (Name) (Street) (City, State, Zip)

Please check & complete information in one of the following:

- Proprietorship Partnership Corporation Other

SS#	Yrs. In Bus.	Yrs. In Bus.	Yrs. In Bus.
Driver License #	Copy of Business License	Copy of Business License	Copy of Business License
Date of Birth	Tax ID # (Pls attach copy of form)	Tax ID # (Pls attach copy of form)	Tax ID # (Pls attach copy of form)
(Pls fill out bank & trade Info)	Pls fill out all information below	Pls fill out all information below	Pls fill out all information below

PROPRIETOR, PARTNER OR OFFICER INFORMATION

Name Title Current Home Address SS# Drivers License #

REFERENCES

Bank Reference
 Name of Bank: _____ Address _____

Account #: Checking _____ Savings _____ Phone # _____

Bank Officer Acquainted With Applicant: _____ Fax # _____

Trade Reference
 Firm Name Location Phone # Fax #

Terms & Conditions

Service Construction Supply, Inc.

I, (We) make application and enter into this contract for the extension of commercial credit and, in the event credit is hereafter extended by Service Construction Supply, Inc., I (We) agree to the following terms and conditions:

1. **Payment Terms:** Standard payment terms are Net 30 days. Service Construction Supply, Inc. may modify the terms of sale upon written notice to the undersigned.
2. **Past due invoices:** A finance charge of 1.5% a month or any part thereof, will be charged on any unpaid invoices that are overdue. Said finance charges shall become a part of the regularly stated account of the applicant.
3. **Pricing:** Unless otherwise stated, the prices do not include sales, use, excise and similar taxes applicable to the good furnished hereunder or the materials use in the manufacture thereof. Prices quoted apply to deliveries requested or made during Seller's normal and usual workdays and hours. Special arrangements must be made for deliveries after hours, weekends and/or holidays.
4. **Investigation of Credit Application:** The applicant and guarantor(s) hereby authorize Service Construction Supply, Inc., or its agent, to investigate applicant's and guarantor(s)' credit status or to reinvestigate said status from time to time as Service Construction Supply, Inc. deems necessary, and upon such reinvestigation should Service Construction Supply, Inc. deem necessary to limit or terminate the credit arrangement with the applicant, applicant will be notified, along with Service Construction Supply, Inc.'s modified terms of sale, if any, and should the applicant at any time hereafter deviate from Service Construction Supply, Inc.'s terms of sale or otherwise default of this agreement Service Construction Supply, Inc. shall have the option to limit or terminate the extension of further credit.
5. **Past Due Collections:** I (We) hereby acknowledge that Service Construction Supply, Inc. may in its sole discretion take steps necessary to collect past due amounts, including retaining the services of an attorney and filing a lawsuit against the applicant and guarantors. I (We), the applicant and the guarantor(s) hereby waive all rights of exemption under the constitution and laws of the State of Alabama, or any other state, and, in the event of default and placement with any attorney, agree to pay Service Construction Supply, Inc. and their attorneys a reasonable attorney's fee of thirty three per cent (33%) of the unpaid balance and interest at the time of placement, plus all interest accrued to the date of judgment and costs of collection, which include court and discovery costs or any other costs associated with collecting the sum due Service Construction Supply, Inc. Parties hereto waive any rights to a jury trial.
6. **Payment of Disputed Invoices:** Applicant and guarantors hereby agree that any check or money order purporting to be "Payment in Full" of a disputed invoice, amount or debt shall amount to accord and satisfaction of the disputed invoice, amount or debt only if so marked "Payment in Full" and mailed by certified mail to: Credit Department, Service Construction Supply, Inc., 2515 6th Avenue South, Birmingham, AL 35233, or, likewise, to the duly authorized attorneys of Service Construction Supply, Inc., and the same check is cashed or negotiated on behalf of Service Construction Supply, Inc. A disputed invoice or debt is defined as any invoice or debt for which the applicant or its agent disputes the full amount claimed by Service Construction Supply, Inc. or their agents.
7. **Deliveries:** Buyer agrees to give Seller reasonable advance notice of the time and rate of requested deliveries. Seller makes no representation or agreements with respect to time or rate of deliveries and all deliveries will be made at the convenience of the Seller. Buyer shall provide suitable roadways or approaches to all points of delivery and Buyer shall assume all liability, damages to Seller's trucks and/or equipment, or the property of any third party from any cause whatsoever occurring during the delivery process and agrees to indemnify and hold harmless the Seller against any and all liability or damage, Seller may suffer as a result of such third party claims, including attorney's fees. Seller shall not be required to provide a job-site coordinator to the delivery site although it may in its sole discretion; provide such a coordinator from time to time.
8. **Unsigned Deliveries and Billing Discrepancies:** Applicant hereby authorizes Service Construction Supply, Inc. to deliver goods with or without signed delivery receipts and further agrees to notify the credit department of Service Construction Supply, Inc., in writing of billing discrepancies within forty-five (45) days of receipt of disputed invoices. Failure to timely notify Service Construction Supply, Inc. in writing shall act as a presumption that the deliveries and invoices are valid as stated and invoiced.
9. **Returns:** Goods ordered by mistake or in excess of Buyer's requirements may not be returnable. If Service Construction Supply, Inc. management determines that goods are returnable, a restocking fee and/or freight charges may apply.
10. **Modifications:** No purported modification or waiver of any of the provisions of these agreements shall be binding upon Service Construction Supply, Inc. unless the same is reduced to a writing signed by any authorized representative of Service Construction Supply, Inc.
11. **Binding Arbitration:** The parties to this application agree that the goods and materials supplied by Service Construction Supply, Inc. relate to, have traveled in, and have significant impact upon interstate commerce. All claims, demands, disputes and controversies that may arise between the parties to this agreement concerning any issue related to this contract, with the exclusion of actions by Service Construction Supply, Inc. to collect amounts due under this contract and actions to enforce or perfected material-men's liens, shall be arbitrated pursuant to the FEDERAL ARBITRATION ACT and that said arbitration shall be binding upon the parties. The parties further agree that the party making demand for arbitration pursuant to this provision shall pay the initial filing fee for arbitration, and the costs of arbitration will be awarded according to the sole discretion of the arbitrators. The parties further agree that any counter-claim or cross claim brought against Service Construction Supply, Inc. in a lawsuit to collect sums due under the contract may be severed from the collection litigation and submitted to binding arbitration, upon the appropriate request of Service Construction Supply, Inc. The terms of the American Arbitration Association shall govern the arbitration.
12. **Copies of this Contract:** In order to facilitate the process of this application, the parties hereby acknowledge that a copy of this contract, whether facsimile or photocopy shall have the same force and effect as the original.

Officer of the Company Signature

Title of Officer

Date Signed

13. **Personal Continuing Guaranty:** The undersigned individuals hereby acknowledge that they are signing a personal guaranty for the debts of _____ the applicant herein. In consideration of the extension of credit to the applicant, the undersigned representative, whether officer, partner, agent, or otherwise, agree(s) that by execution hereof on behalf of the principal, he/they intend(s) and agree(s) to be personally liable, jointly and severally, with the applicant herein as surety and guarantor on the debts of the applicant under this credit application. Without the authority of, or notice to, the undersigned guarantor(s), Service Construction Supply, Inc., may grant credit of the applicant from time to time, alter, compromise, accelerate, extend, or change the time and manner of the payment of any indebtedness, increase or reduce rate of interest, or add or release other sureties or guarantors. The contract of guarantee shall be continuing and remain in full force and effect until the expiration of thirty (30) days after written notice of revocation is delivered to Service Construction Supply, Inc. via certified mail addressed to Credit Department, Service Construction Supply, Inc., 2515 6th Avenue South, Birmingham, AL 35233. Such revocation will have no effect on any indebtedness incurred prior to the expiration of said thirty (30) day period. The guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor and notices of acceptance of this guarantee, and agrees to pay any and all costs of collection of past due balances pursuant to paragraph 5 of this application.

Personal Guarantor or Co Guarantor

Personal Guarantor or Co Guarantor

Personal Guarantor or Co Guarantor

Written Name of Personal Guarantor

Written Name of Personal Guarantor

Written Name of Personal Guarantor

Date Signed

Date Signed

Date Signed