



CONFIDENTIAL CREDIT APPLICATION

DATE: _____

BUSINESS NAME: _____ YEARS IN BUSINESS: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

OFFICE NUMBER: _____ FAX NUMBER: _____

BUSINESS TAX ID# _____ CONTRACTORS LICENSE# _____

TYPE OF BUSINESS: CORP _____ PARTNERSHIP _____ SOLE PROPRIETER _____ LLC _____

STATE OF INCORPORATION/FORMATION: _____ YEAR OF INCORPORATION/FORMATION: _____

AMOUNT OF CREDIT DESIRED: \$ _____ PO REQUIRED? _____

BRANCH WHERE PURCHASES WILL BE MADE: _____

***NAME OF PRINCIPALS / OWNERS / OFFICERS / PARTNERS / MEMBERS:**

1. NAME: _____

POSITION / TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DRIVERS LIC: _____ STATE OF ISSUE: _____

2. NAME: _____

POSITION / TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DRIVERS LIC: _____ STATE OF ISSUE: _____

*** TRADE REFERENCES:**

1. NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

*** TRADE REFERENCES (cont.):**

2. NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

3. NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

*** BANK REFERENCES:**

BANK NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

ACCOUNT NUMBER: _____

BANK OFFICER: _____

*** DAILY ACCOUNT CONTACT INFO**

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____ & _____

*** I WOULD PREFER TO RECIEVE MY INVOICES & STATEMENTS BY:**

_____ MAIL _____ FAX _____ EMAIL _____

AGREEMENT

- I / WE WARRANT THAT I/WE HAVE BEEN AUTHORIZED BY OUR BUISNESS TO ENTER A BINDING CONTRACT WITH R&S SUPPLY COMPANY, INC. OR ANY OF ITS SUBSIDIARIES OR AFFILIATES.
- I / WE AGREE TO NOTIFY R&S SUPPLY COMPANY, INC. IN WRITING OF ANY NAME CHANGE TO OUR BUISNESS.
- I / WE BELIEVE OUR BUISNESS IS AND WILL CONTINUE TO BE FINANCIALLY ABLE TO MEET ANY COMMITMENTS WE HAVE MADE OR WILL MAKE IN THE FUTURE, AND WILL PAY OUR INVOICES ACCORDING TO THE TERMS EXTENDED BY R&S SUPPLY COMPANY , INC.
- R &S SUPPLY COMPANY, INC. RESERVES THE RIGHT TO ACQUIRE A LIEN OR ISSUE A NOTICE OF FURNISHING ON ANY OR ALL JOBS.

- IF OUR BUSINESS OBJECTS TO ANY INVOICE CHARGE OR THE QUALITY OF ANY PRODUCT DELIVERED BY R&S SUPPLY COMPANY, INC. WE AGREE TO NOTIFY R&S SUPPLY COMPANY, INC. IN WRITING WITHIN 10 DAYS OF THE DATE OF THE INVOICE, STATEMENT, OF ACCOUNT OR DELIVERY.

TERMS OF SALE: INCONSIDERATION OF R&S SUPPLY, INC. EXTENDING CREDIT TO APPLICANT, APPLICANT AGREES TO PAY FOR ALL ITEMS DELIVERED TO OR AT THE REQUEST OF APPLICANT BY R&S SUPPLY, INC. WITHIN THE TIME SHOWN ON THE INVOICE FOR SAID ITEMS. APPLICANT ACKNOWLEDGES THAT A SERVICE CHARGE COMPUTED ON THE BASIS OF 1.5% (OR SUCH THE HIGHER RATE AS ALLOWED BY LAW) OF ALL SUMS DUE TO R&S SUPPLY, INC. WHICH HAVE NOT BEEN PAID FOR PRIOR TO THE 25TH OF THE MONTH WILL BE CHARGED TO APPLICANT BY R&S SUPPLY, INC. AND APPLICANT AGREES TO PROMPTLY PAY SAID SERVICE CHARGE. WAIVER OF ANY ONE OR MORE CHARGES SHALL NOT BE DEEMED TO BE A WAIVER OF FUTURE SERVICE CHARGES. IN THE EVENT THAT R&S SUPPLY, INC. COMMENCES LITIGATION, EMPLOYS ATTORNEYS, OR USES SERVICES OF A COLLECTION AGENCY IN ORDER TO SECURE PAYMENT OF ANY SUMS DUE IT FROM APPLICANT, THE APPLICANT AGREES TO PAY REASONABLE ATTORNEY'S FEE OR COLLECTION FEE AND COURT COSTS IN ADDITION TO ALL OTHER SUMS. APPLICANT UNDERSTANDS AND AGREES TO A MINIMUM RETURN CHARGE OF 20% ON ACCEPTABLE GOODS RETURNED. IN CONSIDERATION OF RECEIVING DELIVERIES, APPLICANT AGREES TO HOLD R&S SUPPLY, INC. HARMLESS FOR ANY DAMAGE DONE BY ITS VEHICLES OR EMPLOYEES INSIDE OF CURB LINE AT JOBSITE DELIVERIES (NOT RESPONSIBLE FOR CRACKED DRIVEWAYS OR TIRE MARKS), APPLICANT AGREES THAT R&S SUPPLY, INC. ASSUMES NO LIABILITY FOR LATE OR NONDELIVERY OF MATERIAL ORDERS. ANY CLAIM APPLICANT MAY HAVE AGAINST R&S SUPPLY, INC. MUST BE PRESENTED IN WRITING WITHIN 30 DAYS OF THE OCCURANCE OF SAID ACT CAUSING THE CLAIM OR SAID CLAIM IS WAIVED. IT IS AGREED BY THE APPLICANT AND R&S SUPPLY, INC. THAT THIS AGREEMENT WAS ENTERED INTO IN THE COUNTY R&S SUPPLY, INC. IS LOCATED, AND ANY LEGAL ACTION BROUGHT TO ENFORCE THE TERMS OF THIS AGREEMENT FOR MONIES OWED BY APPLICANT OR OTHERWISE SHALL BE BROUGHT IN THE COUNTY THAT R&S SUPPLY, INC. IS LOCATED.

WARRANTIES / DISCLAIMER: SELLER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, ABOUT THE CONDITION, MERCHANTABILITY, DESIGN, OR APPLICATION OF MATERIALS OR THE FITNESS OF ANY MATERIALS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS OR THE WORKMANSHIP OF THE MATERIALS; NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

ACKNOWLEDGEMENT OF RECEIPT OF GOODS: DUE TO THE FACT THAT THERE ARE, HAVE BEEN OR WILL BE AN ABSENCE OF YOUR PERSONNEL AT VARIOUS JOBSITES, FROM TIME TO TIME, TO SIGN FOR AND RECEIVE GOODS AND MATERIALS DELIVERED BY R&S SUPPLY, INC. THIS DOCUMENT HEREBY AUTHORIZES THOSE GOODS AND MATERIALS WITHOUT OBTAINING A SIGNATURE BY YOUR PERSONNEL AND THAT WE ACKNOWLEDGE DELIVERY OF SAME WITHOUT OUR SIGNATURE. WE AGREE THAT ANY CLAIM OF NONDELIVERY OR INCORRECT COUNT MUST BE BROUGHT TO THE ATTENTION OF R&S SUPPLY, INC. IN WRITING; NO MORE THAN 30 DAYS FROM EACH MONTHLY STATEMENT DATE OR OUR RIGHTS TO DENY SUCH SHIPMENT ARE WAIVED. THE UNDERSIGNED WARRANTS THAT THE ABOVE ITEMS AND WARRANTIES HAVE BEEN CAREFULLY READ AND APPLICANT GUARANTOR UNDERSTANDS THE SAME.

* SIGNED: _____ * DATE _____

* PRINTED NAME: _____

* TITLE: _____



PERSONAL GUARANTEE

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH HEREBY ACKNOWLEDGED, WE THE UNDERSIGNED, AND EACH OF US, JOINTLY AND SEVERALLY HEREBY GUARANTEE TO R&S SUPPLY, INC. (HEREIN CALLED SELLER) THE PROMPT PAYMENT UP TO THE AMOUNT OF \$500,000 WHEN DUE FROM TIME TO TIME, OF THE UNPAID BALANCE OF THE PRICE OF ALL GOODS, WARES AND MERCHANDISE SOLD AND TO BE SOLD TO APPLICANT (HEREIN CALL PURCHASER) BY THE SELLER. WE ALSO AGREE TO PAY ALL COLLECTION COSTS, COURT COSTS, AND REASONABLE ATTORNEY FEES IN THE EVENT ANY SUCH EXPENSES ARE INCURRED DURING COLLECTION OF THIS ACCOUNT. THIS AGREEMENT IS A CONTINUING GUARANTEE, AND IS TO BE IN FULL FORCE AND EFFECT UNTIL REVOKED BY US TO FUTURE SALES IN A WRITTEN NOTICE DELIVERED TO SELLER. WE, AND EACH OF US, HEREBY WAIVE ANY NOTICE TO US, OF THE SALE OF GOODS, WARES AND MERCHANDISE MADE UNDER THIS GUARANTEE, AND ALSO WAIVE ANY DEMAND FOR PAYMENT THEREOF UPON PURCHASER. WE ALSO AGREE THAT THIS GUARANTEE SHALL NOT BE AFFECTED BY THE TAKING OF ANY NOTE OR OTHER OBLIGATION FOR PAYMENT OF THE PRICES OF SAID GOODS, WARES AND MERCHANDISE, OR ANY PART THEREOF, SOLD TO PURCHASER BY SELLER, OR BY TAKING OR ACCEPTING ANY SECURITY FOR PAYMENT, OR EXTENDING THE TIME THEREOF. A FEE OF \$30.00 WILL BE CHARGED FOR ANY CHECK RETURNED TO R&S SUPPLY, INC. FOR ANY REASON AFTER DEPOSIT. THIS CONTINUING GUARANTEE, THE ABOVE TERMS OF SALE AND WARRANTY/DISCLAIMER SHALL APPLY TO THE GUARANTORS AS WELL AS THE APPLICANT. THE UNDERSIGNED FURTHER AUTHORIZES R&S SUPPLY, INC. TO OBTAIN INFORMATION FROM APPLICANT'S BANK AS LISTED ON THE FRONT SIDE OF THIS APPLICATION. THE GUARANTOR FURTHER AGREES TO ALLOW R&S SUPPLY, INC. TO MAKE WHATEVER CREDIT INVESTIGATIONS ARE NECESSARY. THE UNDERSIGNED WARRANTS THAT THE ABOVE ITEMS, WARRANTIES AND PERSONAL GUARANTEE HAVE BEEN CAREFULLY READ AND APPLICANT GUARANTOR UNDERSTANDS THE SAME.

* SIGNED: _____ * DATE _____

* PRINTED NAME: _____

* SOCIAL SECURITY NUMBER: _____ DRIVERS LICENSE: _____