

Barnett & Cheeves

— INC. —
BUILDING MATERIALS
"Selling Loads of Better Living"

1189 Hwy 16 East, Newnan, Ga. 30263
Phone 770-253-2630 Fax 770-253-2620

CREDIT APPLICATION
****Please use BLUE ink only****
Mail original credit application to:
1189 Hwy 16 East Newnan, Ga. 30263

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: \$ _____ Number of Employees: _____
 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>

Bank Information

Bank Name: _____ 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 Agent's 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 Barnett & Cheeves, Inc. ("Creditor") 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 goods (the "Goods") by Creditor to Applicant.

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which Creditor may from time to time make inquiry to provide to Creditor such financial information as Creditor deems necessary to make credit decisions. Creditor 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 Creditor, in its sole discretion, finds Applicant's financial condition to be unsatisfactory.
2. Creditor will provide to Applicant an itemized invoice/delivery ticket of each sale. If Applicant does not give written notice to Creditor within fifteen (15) calendar days from the date of such invoice/delivery ticket of any objection to the following: the Goods listed; the receipt thereof; that such purchase was unauthorized; or any other objections, all such objections shall be deemed waived. Applicant waives any and all right to set off claims which it may assert against Creditor and/or withhold payment to Creditor based on a claim that Creditor is indebted to Applicant. No claim asserted by Applicant against Creditor shall relieve Applicant of its obligations to make timely payments to Creditor.
3. Except as otherwise set forth in a Creditor invoice, payment is due within thirty (30) days from the date of the invoice. 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 Creditor, in addition to the principal and interest due, attorneys' fees of fifteen (15%) of the principal and interest 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 costs associated with post-judgment collection and lien preparation and recording fees. Applicant agrees that all payments shall be deemed fully executed and preformed in Coweta County, Georgia and will be governed and construed in accordance with the laws of the State of Georgia. Applicant consents to jurisdiction and venue in the State and Superior Courts of Coweta County, Georgia and understands that such consent is a material inducement to Creditor to extend credit to Applicant. Applicant hereby waives any and/or all defenses as to forum nonconveniens. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Creditor in writing immediately of any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify Creditor in writing of such failure of delivery, shortage, discrepancy or error within fifteen (15) 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 Creditor 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 Creditor shall only be deemed to have given such waiver in writing executed by Creditor providing for such waiver. If any provision of this Agreement is waived by Creditor 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 Creditor and Applicant with respect to the sale of Goods by Creditor to Applicant (other than payment terms and delivery dates set forth in Creditor invoices), supersedes all prior agreements, commitments, representations, and discussions between Creditor and Applicant and is not assignable by Applicant without prior written consent of Creditor. No modification, amendment of or addition to this Agreement will be in binding on Creditor unless such modification, amendment or addition is in writing executed by Creditor. 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 Creditor and the terms hereof shall control notwithstanding the terms of any such documents and shipments by Creditor. The terms hereof shall not be altered or interpreted by reference to any course of dealing between Creditor and Applicant or industry practice. Any action by Applicant instituted against Creditor arising from Goods sold must be commenced within one (1) year from the date of delivery of the subject Goods.
6. Applicant shall have seven (7) calendar days from the date of delivery to reject Goods as nonconforming. Any such rejection must be in writing, received by Creditor within seven (7) calendar days from the date of delivery, and shall specifically itemize the Goods rejected and the specific nonconformity asserted and the subject Goods must be received by Creditor within ten (10) calendar days from the initial Creditor 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 Creditor Goods returned in no way be deemed agreement by Creditor of any claim by Applicant of nonconformity.
7. Creditor shall have a reasonable time after receipt of proper notice of rejection of nonconformity of Goods or of revocation of acceptance of nonconformity of Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by Creditor in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant's 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 Creditor to select or furnish Goods suitable for any particular purpose. **Creditor 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 Creditor 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 Creditor in its sole discretion. Applicant hereby waives all other remedies and in no event shall Creditor 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. Creditor 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 Creditor and agrees to be jointly and severally liable with the Applicant to Creditor for any debt owed by the Applicant. The undersigned agrees to pay reasonable attorney's fees equal to 15% of the outstanding principal and interest owed 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 Creditor. 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

Signed in presence of:

Notary Public