



BUSINESS CREDIT APPLICATION

Date: _____

Company Name: _____

Mailing Address: _____

Street Address: _____

City _____ State _____ Zip Code: _____

Business Phone: _____

E-Mail Address: _____

Type of Business: _____

Incorporated _____ Partnership _____ Proprietor _____ LLC _____ Amount of Credit Requested \$ _____

State of Georgia Sales Tax # _____

| <u>Principal Owner(s) Name</u> | <u>Soc. Sec. #</u> | <u>Title</u> | <u>Residence Address</u> |
|--------------------------------|--------------------|--------------|--------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Bank Name _____ Acct # _____ Phone # _____

| <u>Credit References with A/R Contact Name</u> | <u>Email Address</u> | <u>Address</u> | <u>Phone Number</u> |
|--|----------------------|----------------|---------------------|
| 1 _____ | _____ | _____ | _____ |
| 2 _____ | _____ | _____ | _____ |
| 3 _____ | _____ | _____ | _____ |
| 4 _____ | _____ | _____ | _____ |

Disclaimer:

Applicant certifies that the information above and all information accompanying this application is true and correct. Applicant authorizes MLW Surfaces to solicit and obtain credit information from the above named references and from any other source. Applicant authorizes the above references and all other credit sources to disclose credit information to MLW Surfaces. MLW Surfaces will not disclose credit information about the applicant to any other person without the applicant's prior written approval. Applicant agrees to pay all charges in accordance with applicable tariffs and/or terms, which will be provided or explained by applicant's Customer Service Representative upon request.

In consideration of the extension of credit by MLW Surfaces, the undersigned applicant hereby agrees that the terms and conditions of all sales are as follows:

- 1) Terms on account are to be determined by MLW Surfaces after the credit investigation is complete. Invoices not paid within the terms set on the applicant's account are past due and subject to a service charge.
- 2) If this account, upon default, is collected by or through an attorney at law, the undersigned applicant agrees to pay reasonable attorney's fees in addition to the principal indebtedness and interest. If this obligation is not paid within thirty (30) days of statement date, the applicant hereby waives all right of exemption under the constitution and laws of the State of Georgia and agrees to pay the cost of collection, including a reasonable attorney's fee.
- 3) Should purchaser be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent, or otherwise agree that by execution hereof or behalf of the principal, he or they is/are personally liable, jointly and severally with the principal, as a guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as MLW Surfaces shall receive from the undersigned written notice of revocation, and such revocation shall not in any way relieve the undersigned from indebtedness or liability incurred prior to the actual receipt by MLW Surfaces of such notice of revocation.
- 4) Purchaser agrees to examine all invoices and/or statements promptly upon receipt and to notify MLW Surfaces immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify MLW Surfaces in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15th) of the month succeeding purchases.
- 5) MLW Surfaces disclaims all warranties, express or implied, to the extent permitted
- 6) Purchaser agrees to immediately examine shipment and agrees to notify MLW Surfaces promptly of any errors in shipment and of any defective material supplied. Purchaser must inspect material before installation. MLW Surfaces will not recognize any claims made after ten (10) days of receipt of material said to be incorrectly sized, shaped, packed, mounted, not matching prior shipment(s), or otherwise unsatisfactory.
- 7) Use of material 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. All claims are waived after installation occurs. MLW Surfaces is not responsible for the condition of the material after installation and we do not guarantee against any chipping, cracking, crazing, spalling, etching, and discoloration, on or after installation.
- 8) MLW Surfaces retains title and security interest in all material until paid for, and in all materials until such shall lose its character as personal property.

NOTICE:

DO NOT SIGN APPLICATION / AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF.

CORPORATION NAME: _____

INDIVIDUALS & PARTNERSHIPS SIGN HERE:

By: _____
President

Individual Guarantor

By: _____
Secretary-Treasurer

Individual Guarantor

Date: _____

Date: _____

CORPORATE OFFICERS MUST ALSO SIGN AS INDIVIDUAL GUARANTORS

AUTHORIZED SIGNATURE FOR PURCHASE ON ACCOUNT: