

SOUTHLAND DISTRIBUTORS
1022 Sugarloaf Rd, Hendersonville, NC 28792
Phone: 828-696-3535, Toll Free: 800-422-3535, Fax: 828-696-3101
CREDIT APPLICATION

NAME: _____ DATE: _____
STREET ADDRESS: _____ BUSINESS TYPE: _____
MAILING ADDRESS: _____ CONTRACTOR: _____
CITY: _____ STATE: _____ ZIP CODE: _____ WHOLESALER: _____
PHONE: _____ YEARS IN BUSINESS: _____ COMMERCIAL: _____
CORPORATION: ___ PROPRIETORSHIP: ___ PARTNERSHIP: ___ LLC: ___
SALES TAX EXEMPTION # : _____ **FEDERAL ID#: _____
(PROVIDE COPY OF EXEMPTION FORM)

PRINCIPALS/PARTNERS:

NAME: _____ NAME: _____
ADDRESS: _____ ADDRESS: _____
CITY/ST/ZIP: _____ CITY/ST/ZIP: _____
PHONE: _____ PHONE: _____
SS#: _____ SS#: _____
D.O.B.: _____ D.O.B.: _____
EMAIL: _____ EMAIL: _____

LOCATION? ___ OWNED ___ RENTED ___ LEASED
HAVE YOU EVER DECLARED BANKRUPTCY? _____ IF YES, WHEN? _____
ATTACH COPY OF YOUR MOST RECENT FINANCIAL STATEMENT.
**CREDIT LIMIT DESIRED: _____

BANK REFERENCES:

BANK NAME & ADDRESS: _____ CONTACT-PHONE#: _____ ACCOUNT#: _____
1. _____
2. _____

TRADE REFERENCES

**** These are business where you have charge accounts ****

1. NAME: _____ TELEPHONE: _____
ADDRESS: _____
2. NAME: _____ TELEPHONE: _____
ADDRESS: _____
3. NAME: _____ TELEPHONE: _____
ADDRESS: _____

TERMS & CONDITIONS:

1. **CHARGE SALES:** TERMS ARE NET 15TH PROX. WITH CUT-OFF DATE OF EOM. SUBJECT TO APPROVED CREDIT. IF BALANCE IS OVER 30 DAYS PAST DUE, CREDIT WILL BE DISCONTINUED UNTIL BALANCE IS CLEARED. ALL OTHER ORDERS ARE C.O.D. A FINANCE CHARGE OF 1.5% PER MONTH IS CHARGEABLE TO INVOICES PAST (30) DAYS.
2. **ASSIGNMENT OF PROCEEDS:** APPLY TO OLDEST BALANCE. JOINT CHECKS-SUBJECT TO PRIOR APPROVAL.
3. **DELIVERY & PURCHASE:** APPLICANT OR AN AGENT FOR THE APPLICANT SHALL SIGN FOR ALL PURCHASES & DELIVERIES. IN CASE OF THE AGENT'S ABSENCE, SOUTHLAND MAY, AT ITS OPTION, DELIVER THE MATERIAL, AND THE DRIVER'S SIGNATURE AND STATEMENT IN WRITING AS TO THE ARTICLES SO DELIVERED SHALL BE CONCLUSIVE EVIDENCE OF DELIVERY OF SAID MATERIALS. BY SIGNING THIS APPLICATION THE APPLICANT AUTHORIZES PURCHASES AND DELIVERIES TO BE MADE IN ABOVE SUCH MATTER. ALL MATERIALS WHEN DELIVERED & RECEIVED SHALL BECOME THE SOLE RESPONSIBILITY OF THE APPLICANT AND ALL RISKS OF LOSS SHALL BE TRANSFERRED TO THE APPLICANT.
4. **RETURNED CHECKS:** \$25.00 CHARGE FOR ALL RETURNED CHECKS AND ALL APPLICABLE DISCOUNTS WILL BE VOIDED.
5. **MATERIALS RETURNED:** THERE IS NO RESTOCKING CHARGE AS LONG AS ALL MATERIAL RETURNED IS UNDAMAGED, CLEAN AND IN A RESALEABLE CONDITION. SPECIAL ORDER ITEMS CANNOT BE RETURNED!!!!
6. **DISCLAIMER OF WARRANTY:** SOUTHLAND GIVES NO WARRANTY, EXPRESS OR IMPLIED. ALL WARRANTIES COME FROM THE MANUFACTURER OF SAID MATERIAL. SOUTHLAND SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER USE AND SERVICE OF SUCH MATERIALS, APPLICANT HEREBY WAIVES ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST SOUTHLAND FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AND THE USE AND SERVICE OF SUCH MATERIAL.

BY ITS SIGNATURE BELOW, APPLICANT ACKNOWLEDGES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, APPLICANT CONSENTS THAT INQUIRIES MAY BE MADE INTO ITS CREDIT RECORD AND REPORTS MADE TO PROPER PERSONS OF ITS PERFORMANCES OF AGREEMENT. APPLICANT CONSENTS THAT INQUIRIES MAY BE MADE INTO BANK ACCOUNTS. IF THE APPLICANT FAILS TO PAY ACCORDING TO THE TERMS OF ITS ACCOUNT, THEN IT WILL BE RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS. SOUTHLAND SHALL BE ENTITLED TO RECEIVE INTEREST ON THE PAST DUE AMOUNT AT THE HIGHEST LEGAL RATE AS PERMITTED BY APPLICABLE LAW.

SIGNATURE: _____ TITLE: _____ DATE: _____

PERSONAL DEBT GUARANTY AGREEMENT

I (WE) HEREBY AGREE TO PAY SOUTHLAND ALL INDEBTEDNESS NOW OR HEREAFTER OWING BY ME (US) TO SAID COMPANY, WHETHER INDIVIDUALLY, PARTNERSHIP, OR CORPORATION. IN CONSIDERATION OF SOUTHLAND EXTENDING TO THE APPLICANT, THE UNDERSIGNED DOES HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE TO SOUTHLAND DISTRIBUTORS THE SUM OF MONEY AS MAY AT ANYTIME HEREAFTER BECOME DUE TO SOUTHLAND FROM THE SAID APPLICANT FOR MATERIAL SOLD TO THE APPLICANT. IF IT BECOMES NECESSARY TO ENFORCE THIS GUARANTY BY SUIT, I (WE) AGREE TO PAY INTEREST AND ATTORNEY FEES AS ALLOWED BY LAW. THIS GUARANTEE SHALL BE VALID AS TO ALL CREDIT EXTENDED BY THE SAID SOUTHLAND TO THE ABOVE APPLICANT UNTIL RECEIPT BY THE SAID SOUTHLAND OF WRITTEN NOTICE OF REVOCATION OR LIMITATION. ANY SUCH NOTICE OF REVOCATION OR LIMITATION SHALL BE EFFECTIVE ONLY AS TO CREDIT EXTENDED BY SOUTHLAND AFTER RECEIPT OF SUCH NOTICE.

OWNERS SIGNATURE

OWNERS SIGNATURE

SPOUSE'S SIGNATURE

SPOUSE'S SIGNATURE