

## **Application for Credit**

Applicant				
Customer Name	Date Established			
Billing Address	City	State Zip		
PhoneFax	Email			
Contact person for invoices/payment	Email:			
Purchase Manager		_Phone		
Parent Company				
Address	City	State Zip		
PhoneFax	Email			
DUNS Number:	-			
Business Information				
Business Type:Corporation (List Officers) _ LLC (List Members):				
Has any Company or person listed above beer	n a debtor in a bankruptcy pi	roceeding? Yes No		
Has any judgment been entered against any C	Company or person listed abo	ove? Yes No		
Has there been any legal action or arbitration	n against any Company or	person listed above in the past 3 years?		
If you answered Yes to any question, attach a separate sheet providing details of all proceedings, including the date, location and outcome of each proceeding.				
Line of Business		SIC Code		
Financial Statement Attached <u>or will be pro</u>	vided on Requeste	ed Line of Credit \$		
References				
Bank Reference		_Acct. No		
Address		Phone		
Branch & Account Officer	Type of	Account		
Name (Trade Reference) Address	City	State Zip Phone		
Name (Trade Reference) Address	City	State Zip Phone		
Name (Trade Reference) Address	City	State Zip Phone		

## Terms and Conditions of Extension of Credit

1. Any extension of credit is subject to these Terms and Conditions, any Order Acknowledgement and FTG's Standard Terms & Conditions which are incorporated herein and available upon request. No other terms/conditions shall become part of any sales contract, purchase order, or other transaction, unless set forth in a writing signed by both parties.

2. Customer certifies that all the information provided herein is correct and acknowledges that FTG will rely upon the information.

3. Upon request, Customer shall provide FTG with the address and location of the job where materials are being delivered, the name of the party purchasing said materials from Customer, and any other information including the name and address of all owners, general contractors, architects, lenders, subcontractors, and title companies.

4. Customer shall timely pay any invoice according to FTG's Standard Terms & Conditions. Customer shall act as trustee for FTG and shall hold any funds paid to Customer on account of FTG's materials for sole benefit of FTG. Any amounts not paid by due date shall be subject to a late payment fee as stated in FTG's Standard Terms & Conditions. FTG has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments received on this account, despite any advice to the contrary. Customer shall be responsible for all collection costs and attorney's fees incurred by FTG in connection with any past due balance.

5. All waivers executed by FTG shall be effective only to the total dollar amount of payment actually received. FTG retains its mechanic lien, payment bond or other legal rights for unpaid invoices, regardless of what other documents have been presented to FTG for signature that may imply otherwise. If a lien waiver is required before Customer fully pays for materials purchased, Customer hereby authorizes FTG to instruct Customer's customer, the lender, or title company to issue a direct or joint check made payable, if joint, to FTG and Customer in an amount equal to Customer's total unpaid balance with FTG on any given project.

6. As security for payment of all past, present and future extensions of credit and all other types of indebtedness and to secure payment of other satisfaction of all other liabilities between Customer and FTG, Customer hereby conveys, assigns and grants to FTG a present, future and continuing security interest, for collateral purposes only, in the following property of the Customer: all accounts of any kind, inventory, cash, equipment, tangibles, intangibles, goods sold by FTG to Customer and other property and collateral contained in invoices and delivery tickets given by FTG to Customer in the normal course of business, and all proceeds of any and all such goods, collectively "Collateral." This security interest in Collateral is granted for the purpose of securing past, present and future extensions of credit, and the Collateral is not, in fact, sold to FTG. Simultaneous with the execution of this document, the parties will cooperate in executing the form entitled UCC-2 or UCC-1.

7. FTG's decisions to grant or continue credit, credit limits or other credit terms are at FTG's sole discretion and may be terminated at any time. At any time, FTG may demand a Personal Guaranty from any or all of Customer's Owners or Principals as additional security. Customer authorizes FTG to contact credit reporting services and other third parties to determine the creditworthiness of Customer or its principals. Customer's solvency is a precondition to any sale made by FTG. Customer shall update this Application and financial statements upon any change or request.

8. If Customer breaches its obligation to make timely payment, Customer hereby authorizes FTG, its successors and assigns, by its designated attorney, to waive the issuance of service of process and confess judgment against it for the entire unpaid balance of Customer's account, together with all costs applicable to such action, including attorney fees.

9. Customer shall comply with all federal, state and local laws governing exports from the U.S. in connection with the sale and use of materials and goods. All export and import duties, fees, permits, licenses, etc. for materials and goods to be delivered outside of the U.S. are Customer's responsibility.

10. The laws of the State of Georgia shall apply to any action arising out of this application. The parties agree that Candler County, Georgia is the sole, proper venue for such an action.

By signing below, Customer affirms that it has read, understands, and agrees to these Terms and Conditions and further certifies that he/she is authorized to execute this Application on behalf of the Customer.

Dated:	CUSTOMER/APPLICANT:	
Ву:	(Signature)	Printed Name:

Title:\_\_\_\_\_

Please return to <u>dcoleman@flintusa.net</u> and <u>msalazar@flintusa.net</u> or fax to (912) 685-9801. Applicant should retain a copy of this Application as it contains the Terms and Conditions that will govern the rights of the parties should credit be extended.

If items purchased are tax exempt, Customer must furnish FTG with a tax exemption certificate at the time of order.