



Phone: 404-592-1687 Fax: 404-592-1691

# Application For Credit

In order to process your request, this application must be signed.

## Confidential Credit Information

### Company Information :

Legal Name: \_\_\_\_\_ Physical Address: \_\_\_\_\_  
 Billing \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Fax# \_\_\_\_\_ Zip \_\_\_\_\_

Type of business  Corporation  Limited Liability Corporation  Partnership  Sole Proprietor State of Incorporation \_\_\_\_\_  
 Federal ID # \_\_\_\_\_ Length of time in business \_\_\_\_\_ Have you ever filed bankrupt? \_\_\_\_\_  
 If yes, Please attach an explanation \_\_\_\_\_

### Personal Information:

List below names of Officers, Partners, Managing Members and/or Sole Proprietors:

Name _____	Name _____
Title _____	Title _____
SS# _____	SS# _____
Home Address _____	Home Address _____
Home/Cell _____	Home/Cell _____
Phone number _____	Phone number _____

  

Name _____	Name _____
Title _____	Title _____
SS# _____	SS# _____
Home Address _____	Home Address _____
Home/Cell _____	Home/Cell _____
Phone number _____	Phone number _____

Any Bankruptcy of Owners/ Officers? \_\_\_\_\_ If yes Who? \_\_\_\_\_ When? \_\_\_\_\_

### Bank Information:

Bank Name: \_\_\_\_\_ Contact person: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Checking Account # \_\_\_\_\_ Loan Account # \_\_\_\_\_

### Account Information:

Do you require Purchase orders? \_\_\_\_\_ Is your company tax exempt? \_\_\_\_\_ (If yes, please attach certificate)  
 Email \_\_\_\_\_  
 Accounts Payable contact: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Do you prefer invoices and statements via email/fax/or mail? \_\_\_\_\_  
 Please specify email address or fax number: \_\_\_\_\_  
 Sales Contact: \_\_\_\_\_ Email \_\_\_\_\_  
 Address: \_\_\_\_\_

### Trade References:

Name	Contact	Phone	Fax	Account #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

APPLICATION FOR CREDIT

TERMS Agreement (Must be signed for account processing)

The undersigned ("Customer") hereby makes this application for credit to Conklin Metal Industries, Inc or any of its subsidiaries and affiliated entities ("Creditor") and, in making this application, customer agrees to be bound by all terms and conditions contained in this credit application, any documents referenced in this application or any supplements. Customer agrees to pay for all purchases of goods and/or services according to the terms of the Creditor. No terms or conditions different from the terms and conditions of Creditor will become part of any sales agreement, contract, purchase order or any other document, unless specifically approved in writing, by Creditor.

In making this agreement, upon which Creditor will rely to extend commercial credit, I/We understand and agree to the Creditor's terms of payment as follows: NET 30 DAYS on all accounts and service charges of 1.5% per month on all invoices not paid when due or the maximum rate permitted by law, whichever is less. Any disputed invoices must be brought to the attention of the Creditor within (15) days of the receipt or the invoices are deemed correct and undisputed. At the creditor's discretion, any account with a delinquent balance may be placed on a cash basis. If collections of amounts due requires the assistance of a collection agency or attorneys for collection, suit is brought hereon, or its enforced through any judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring legal action in whatever jurisdiction you deem necessary, whose laws, at the option of the Creditor, shall govern this Agreement and (b) I/We hereby agree to pay reasonable attorney fees, plus all other reasonable expenses incurred by Creditor in exercising any of the Creditor's right and remedies upon default. If credit is granted and collection thereof requires the assistance of attorneys, I/We agree that you reserve the right to bring legal action in whatever jurisdiction necessary whose laws, at the option of the Creditor, shall govern this Agreement, In the event the Creditor finds it necessary to turn over my/our accounts for collection or attorney. I/We agree to pay all cost and expense of collection, including but not limited to attorney's fee and expense All decisions with respect to the extension or continuation of credit availability will be in the sole discretion of the Creditor. Creditor may terminate any credit availability at any time, within its sole discretion.

The individual executing this Agreement below warrants that (i) s/he is authorized to do so; (ii) the information contained in this Agreement is true and a correct statement of the financial condition of Customer; and (iii) a photo or facsimile copy of this agreement shall be valid as the original. If any part of this Agreement is held unenforceable, the remainder of this Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. I/We authorize Creditor to make whatever credit inquires it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Creditor and/or their respective designees (and any assignee or potential assignee thereof). Customer information normally released to prospective creditor including; length of time account has been active, average monthly balance, how the account has been handled, and details of any lending relationships.

Full Legal Name of Company \_\_\_\_\_ Date \_\_\_\_\_
Authorized Signature \_\_\_\_\_ Title of Authorized \_\_\_\_\_

INDIVIDUAL PERSONAL GUARANTY

The undersigned grantor(s), \_\_\_\_\_ (print Grantor(s) name) for and in consideration of extending credit at my/our request to \_\_\_\_\_ (print company name), in which, I/We have financial interest personally guarantee prompt payment and performance of any obligations Customer to Creditor named above whether now existing or hereinafter made and further agree to bind myself/ourselves to pay on demand and irrevocable for such indebtedness of customer. I/We expressly waive presentment, demand, protest, my/our homestead exemption as to the debt or hereafter contracted for by Customer, any modifications or renewals of any credit Agreement evidencing the indebtedness hereby guaranteed and all setoffs and counter claims.

If collection of the amounts due required the assistance of a collection agency or attorney for collection, suit is brought hereon, or it is enforced through a judicial proceeding whatsoever, I/We agree that (a) you reserve the right to bring legal action in whatever jurisdiction you deem necessary whose laws, at the option of the Creditor, shall govern this Agreement and (b) I/We shall pay all costs and expenses for collection including but not limited to contingency or hourly fees charged by such agency's and attorneys and other expense.

The undersigned represent that (i) the information contained in this Agreement is true and a correct statement of the financial condition of Customer, and (ii) if any part of this agreement is held unenforceable, the remainder of the Agreement shall not be affected thereby. The undersigned hereby waives the right to a jury trial of any or all claims or disputes which may arise from this Agreement. Creditor shall not be required to exhaust all remedies against Customer prior to exercising its rights against Guarantor(s). I/We authorize Creditor to make whatever credit inquires it deems necessary in connection with this Agreement. Bank and Trade reference(s) can accept this authorization to disclose to Creditor and or their respective Designees (and any assignees or potential assignee thereof).

Guarantors' Signature: \_\_\_\_\_ Guarantor's Signature: \_\_\_\_\_
Print Guarantor's Name: \_\_\_\_\_ Print Guarantor's Name: \_\_\_\_\_
Address: \_\_\_\_\_ Address: \_\_\_\_\_
SSN: \_\_\_\_\_ SSN: \_\_\_\_\_
Witness Signature: \_\_\_\_\_ Witness Signature: \_\_\_\_\_
Print Witness Name: \_\_\_\_\_ Print Witness Name: \_\_\_\_\_
Date: \_\_\_\_\_ Date: \_\_\_\_\_

In order to process your request, this application must be signed. Please attach a company credit profile if available.

Fax to your nearest Conklin Metal Location -or- 404-592-1691
Mail: Conklin Metal Industries \* 236 Moore Street \* Atlanta, GA 30312