



BRANCH _____
APPLICANT BUSINESS NAME _____

BILLING ADDRESS _____

PHYSICAL ADDRESS _____

BUSINESS PHONE _____ FAX _____

E-MAIL ADDRESS _____ EMAIL INVOICES: YES NO

OWNER'S NAME _____ ADDRESS _____

SS# _____

IF PARTNERSHIP...DATE OF PARTNERSHIP _____ FED ID _____

PARTNER NAME & ADDRESS _____

PARTNER NAME & ADDRESS _____

IF CORPORATION...DATE OF INCORPORATION _____ FED ID _____

PRESIDENT NAME & ADDRESS _____ SS# _____

VICE-PRESIDENT NAME & ADDRESS _____ SS# _____

SECRETARY NAME & ADDRESS _____ SS# _____

IF (LLC)...DATE OF INCORPORATION _____ FED ID _____

GENERAL PARTNER NAME & ADDRESS _____ SS# _____

LIMITED PARTNER NAME & ADDRESS _____ SS# _____

STOVALL SALESMAN _____

STOVALL BRANCH FREQUENTED MOST _____

YOUR TYPE OF BUSINESS _____

AREA COVERED _____ PO REQUIRED? YES NO

ESTIMATED ANNUAL PURCHASE FROM STOVALL _____ JOB NAME REQUIRED? YES NO

PURCHASING AGENT(S) _____ **AMOUNT OF CREDIT** _____

ACCOUNTS PAYABLE CONTACT _____ PHONE # _____

HAVE YOU BEEN BANKRUPT IN THE LAST 14 YEARS? YES NO IF YES, WHEN? _____

BUSINESS REFERENCES (GIVE ONLY NAMES FROM WHOM YOU PURCHASE ON OPEN CREDIT ACCOUNT)

NAME _____ ACC# _____ PHONE # _____

ADDRESS _____ FAX # _____

NAME _____ ACC# _____ PHONE # _____

ADDRESS _____ FAX # _____

NAME _____ ACC# _____ PHONE # _____

ADDRESS _____ FAX # _____

NAME _____ ACC# _____ PHONE # _____

ADDRESS _____ FAX # _____

BANK REFERENCE _____ BRANCH _____

ADDRESS _____ PHONE# _____

ACCOUNT # _____ FAX# _____

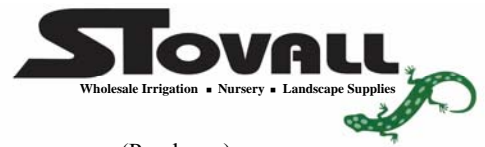
**** CUSTOM ORDERS, NON-STOCK ORDERS & SPECIAL ORDERS MUST BE PAID IN ADVANCE BEFORE THE ORDER WILL BE SENT TO OUR VENDOR.**

I hereby authorize the above lending agency, bank, or vendor to supply relevant financial information concerning my Account to Stovall & Co., Inc. I further certify, that if noted above, that I hold a valid sales tax exemption form, and that I am engaged in the business of reselling the property purchased from Stovall & Co., Inc. I also certify that if any property is withdrawn from stock or intended for my consumption and use, that I will regularly report the applicable tax as provided under the sales/use tax law and regulations.

SIGNATURE: _____ BY _____ DATE _____

COMPANY NAME _____ WITNESS _____

PLEASE FAX COPY TO 678-835-1952 TO INITIATE PROCESSING, BUT ORIGINAL MUST BE RECEIVED TO SET UP THE ACCOUNT.
PLEASE MAIL ORIGINAL TO 5157 CARSON COURT, BUFORD, GA 30518



TERMS OF SALE

1. This agreement is made between Stovall & Company, Inc. (Seller) and _____ (Purchaser) In connection with Purchaser’s application for credit, in which terms are incorporated herein by reference.
2. Unless seller agrees otherwise in writing, Purchaser shall pay all invoices in full no later than thirty days from the date of invoice.** If full payment is not received within thirty days, an interest charge of two percent (1.5 %) per month, eighteen percent (18 %) per annum will be added to Purchaser’s account. Applicant and/or guarantors agree to pay such service charges. Applicant and or guarantors agree to pay all actual cost of collection including actual attorney’s fees, court costs, and or collection agency fees due to Stovall & Co., Inc. (hereinafter called Seller) as applicant or guarantors breach of the terms of sale, whether or not a lawsuit is brought to satisfy the debt owed to Stovall by applicant or guarantors.
3. In the event of a default by Purchaser, Seller may exercise its option to accelerate all amounts then due, and upon written notice to Purchaser, demand the total outstanding balance, including all accrued interest charges, be immediately paid in full. Purchaser agrees to pay all costs of collection, including fifteen percent (15%) of the principle and interest due as attorney’s fees, if any past due amounts are collected by legal action or through an attorney at law. It is agreed that this agreement will be governed under the law of the State of Georgia. Stovall & Company, Inc. has the option or pursuing an action under this agreement in any court of competent jurisdiction in the State of Georgia and the customer consents to venue and jurisdiction in the State of Georgia. It is agreed that seller shall retain title to any goods sold until payment in full has been received by seller.
4. Seller reserves the right, upon written notice to Purchaser, at any time to suspend credit, revise the stated credit terms provided herein or withhold deliveries, when, in its sole opinion, the financial condition of the Purchaser so warrants or Seller in its sole discretion, deems such action necessary. ACCOUNT BALANCES 60 DAYS AND OLDER ARE SUBJECT TO A CREDIT HOLD AND MAY BE REPORTED TO INDUSTRY TRADE GROUP ASSOCIATIONS AND COMMERCIAL CREDIT REPORTING AGENCIES.
5. The Purchaser acknowledges that the goods to be sold by Seller and pursuant to this agreement are not unique, and that the circumstances of this do not warrant the remedies of specific performance. Notwithstanding any statutory provision to the contrary, the Purchaser specifically waives the remedies of specific performance against the Seller.
6. Seller makes NO warranty of merchantability or fitness for a particular purpose regarding any goods sold pursuant to this agreement, and all such goods are sold AS IS. Seller makes no warranty of any kind, express or implied, except that the goods Sold pursuant to this agreement shall be of the standard quality of Seller, and Purchaser assumes all risks and liabilities resulting from the use of the goods whether used singly or in combination with other goods.
7. Purchaser hereby certifies that the statements and representations made in the application for credit are true and complete and are made for the purpose of determining its eligibility for credit. Purchaser understands that its Application for Credit shall remain the property of the Seller, regardless of whether or not Seller extends credit to Purchaser. Seller is authorized to make all Inquiries it deems necessary to determine Purchaser’s creditworthiness. Purchaser agrees to execute any appropriate request, release, authorization, application or other, necessary for Seller to obtain such credit information.
8. Knowing that at times there may not be anyone from my company to sign for material; I authorize/request Stovall & Co., Inc., to deliver material to a job site, and to leave the material at the job site without obtaining a signature from an employee of my company. By signing this form, I am also agreeing that I will not dispute any invoice after two days from the delivery date; I understand that time is of the essence, so that Stovall will be able to investigate and work quickly to resolve any discrepancies. I understand that Stovall & Co., Inc. will make every effort to obtain a signature, but in some instances, Stovall will not be able to wait for a signature.
9. The undersigned firm or individual acknowledges and affirms that, if Stovall and Company, Inc. approves your credit request, all statements issued by Stovall will be paid in accordance with the stated due dates on the statements. Payments to Stovall will not be withheld or delayed due to any default or delay in payment by your customer.

Terms of Agreement accepted by: _____ (Authorized Purchaser for Company & Date)

PERSONAL GUARANTY

This guaranty is given by the undersigned to Stovall & Company, Inc. (Seller) in order to induce it to extend credit to or otherwise become the creditor of, _____ (Name of Individual NOT Company Name) NOW, THEREFORE, in consideration of the mutual promises of the parties and the extension of credit by Seller, I hereby unconditionally and personally guarantee to Seller the prompt payment, when due, of every claim of Seller which may hereafter arise in favor of Seller against Company/Purchaser. This is a continuing guaranty and shall remain in force until revoked by me by notice in writing, Certified Mail return receipt requested, to Seller, but such revocation, shall be effective only as to claims of Seller, which arise out of transactions entered into after its receipt of such notice. This obligation shall cover all indebtedness which may from time to time be owed by Company/Purchaser, to Seller, and shall not be affected by any surrender or release by Seller of any other security held by it for any claim hereby guaranteed. In the event of default by Company/Purchaser to make payment on its account with Seller when due, I agree, without Seller first having to proceed against Company/Purchaser, including all losses, cost, and attorney’s default. The undersigned agrees to pay all cost of collection including fifteen percent (15%) of the principle and interest due as attorney’s fees, if any past due amounts are collected by legal action or through an attorney at law.

IN WITNESS WHEREOF I have signed and sealed this guaranty, this _____ day of _____, 20_____

Signature of Guarantor _____ Print Name _____ SS# _____

Address of Guarantor _____

Signature of Witness _____ Print Name _____

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