

GEORGIA CONSTRUCTION PRODUCTS INC



PO Box 1888, Tucker GA 30085
4640 Granite Drive, Tucker GA 30084
T (770) 491-9100 F (770) 491-9001
www.gcp1.com

FOR OFFICE USE ONLY

Customer # _____
Terms _____
Credit Limit _____
Territory _____

Credit Application

Date _____ Name of Business ("Customer") _____

P.O. Box & ZIP _____ Street Address _____

City _____ County _____ State _____ ZIP _____

Description of Business _____ Date Established _____

Office: () Own () Rent Phone # () _____ Fax # () _____

Business Type: () Corporation () Partnership () Individual Business () LLC () LLP

Date of Incorporation _____ Incorporated in the State of _____

Estimated amount of credit needed within a 30-day period \$ _____ Purchase Order required? () Yes () No

Sales tax exempt? () Yes () No If YES, please attach copy of the State Exempt Certificate.

Accounts Payable Contact _____ Phone _____ Fax _____

Email address _____

Sales Contact _____ Phone _____ Fax _____

Email address _____

List corporate officers, partners or owner(s)

Name	Title	Home Address	SSN
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Principle Business Bank _____ Bank Account # _____

Bank Contact Name _____ Phone _____ Fax _____

Customer certifies that all information contained in this Credit Application is complete and accurate. Customer authorizes Georgia Construction Products, Inc., to request credit reports and credit information regarding Customer and its principals and/or guarantors. Customer acknowledges receiving and agrees to the Credit Agreement & Terms contained on Page 3 of the Credit Application, as well as any additional terms contained in invoices issued by Georgia Construction Products, Inc.

PERSONAL GUARANTY

For and in consideration of Georgia Construction Products, Inc., ("Seller") agreeing to provide services on credit to Customer, the undersigned (hereinafter "Guarantor"), jointly and severally if more than one, hereby absolutely and unconditionally guarantee prompt payment when due for any amounts owed by Customer to Seller, including costs, expenses and attorney's fees. Guarantor expressly consents and agrees to the Credit Agreement & Terms of Customer's account, which terms and conditions and documents are incorporated herein. This guaranty is a continuing one and may only be modified, revoked or terminated by written notice to an officer of Seller, by Certified Mail Return Receipt Requested. No modification, revocation or termination hereof shall affect, in any manner, rights arising under this guaranty with respect to liabilities which may have been created, contracted, assumed or incurred prior to receipt by Seller of such written notice.

Signature _____ Printed Name _____ Date _____
Officer, Partner or Owner



APPLICANT Section

Applicant _____ **Date** _____

Credit Reference #1 _____ **Contact** _____

Account # _____ **Fax # ()** _____ **Tel # ()** _____

Credit Reference #2 _____ **Contact** _____

Account # _____ **Fax # ()** _____ **Tel # ()** _____

Credit Reference #3 _____ **Contact** _____

Account # _____ **Fax # ()** _____ **Tel # ()** _____

CREDITOR Section

To Whom It May Concern:

In order that we might process a credit application that we have received on the above account, we appreciate your providing us with the information requested below. Please know your response will be held confidential. Thank you for your prompt attention.

GEORGIA CONSTRUCTION PRODUCTS, INC.

Dates you have done business with this company: From: _____ To: _____	
Credit Terms	Recent high credit \$ _____
Credit Limit \$ _____	Balance owned \$ _____
Date of Purchase	Amount past due \$ _____
Current? () YES () NO	Balance in dispute \$ _____
	Reason for dispute _____
Check manner of payment	
() Prompt & takes discount	() Prompt & satisfactory
() Prompt to _____ days slow	() Slow, but collectible
() Slow and unsatisfactory	() Makes partial payments
Signature _____	Date _____

PLEASE FAX THIS FORM TO (770) 491-9001



1. All references in this document to "Seller" shall include Georgia Construction Products, Inc., and any subsidiary or affiliate thereof. All references to "Customer" shall include the applicant identified on Page 1 of the Credit Application, as well as all parent(s), subsidiaries, affiliates and all successor and related entities.
2. **Binding Terms.** All sales to Customer by Seller are subject to the Credit Agreement & Terms contained herein, which shall prevail over any inconsistent terms of Customer's purchase order(s) or other documents. Additional or different terms and conditions in any way altering or modifying these terms are expressly objected to and shall not be binding on Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these terms shall result from Seller's shipment of goods following receipt of Customer's purchase order or other documents containing additional, conflicting or inconsistent terms.
3. **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT A MANUFACTURER OF THE MERCHANDISE WHICH IS THE SUBJECT OF THE SALE, AND THAT THE WARRANTY, IF ANY, ON MERCHANDISE IS THAT MADE BY THE MANUFACTURER. SELLER MAKES NO GUARANTY OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE MERCHANDISE.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF THE ACCRUAL OF A CAUSE OF ACTION.
4. **F.O.B.** Material is quoted F.O.B. Georgia Construction Products, Inc., warehouse Tucker, Georgia, unless indicated otherwise.
5. **Payment.** Credit purchases under this application are acknowledgement that the Customer agrees to pay for the materials within the maximum 30 day terms from the invoice date. The Customer agrees that payments made beyond the stated terms are subject to a finance charge not to exceed 18% per annum (1-1/2% per month), or a lesser charge if required by law.
6. **Collection.** Customer agrees to pay Seller all costs and expenses of collection, suit or other legal action, including court costs and attorney fees equal to fifteen percent (15%) of the outstanding account balance. Any litigation arising out of the sale of goods by Seller to Customer shall be brought in the State or Superior Court of Dekalb County, Georgia, and Customer hereby consents and agrees to the jurisdiction and venue of those courts.
7. **Preliminary Notice of Lien.** A PNOL will be issued on all projects with product sales totaling \$10,000 or more.
8. **Taxes.** Any and all applicable taxes will be added to the prices quoted unless a state tax exemption certificate is submitted by the time the order is invoiced.
9. **Delivery.** Requested delivery dates and times will be adhered to as closely as order lead time, availability and transportation services will allow. However, Georgia Construction Products, Inc., assumes no liability for any expenses that relate directly or indirectly to variations in material delivery dates and times. Signatures on the delivery document acknowledge verification of the material to be of the kind and quantity ordered. Any exceptions must be noted on the delivery document.
10. **Material Returns.** Only products in original unopened containers, suitable for resale, will be considered for return. All returns must have a Return Material Authorization ("RMA") number issued by the sales man on the account. Products returned within two (2) weeks will not be subject to a restocking fee. All returns outside this time frame will be subject to a 15% restocking fee. **Special order items are not returnable.**
11. **Credit Memos.** Any credit memo issued by GCP is valid for one (1) year from the date of the credit memo. After one year, the credit will no longer be valid.
12. **MSDS.** Customer shall comply with the instruction contained in the Material Safety Data Sheet relating to the products purchased.

Signature _____ Printed Name _____ Date _____
 Officer, Partner or Owner