



**Capitol Materials, Inc.**  
**Capitol Materials of Alabama, Inc.**

**GA:** Albany, Athens, Atlanta, CAPCO, Columbus, Duluth, Gainesville, Macon, Marietta, Palmetto, Cumming  
**AL:** Birmingham, Calera, Dothan, Huntsville, Tuscaloosa  
**FLA:** Milton, Panama City  
**LA:** LaPlace, Walker

**APPLICATION FOR BUSINESS CREDIT AND ACCOUNT AGREEMENT**

**Applicant**, this Application for business credit and account agreement ("Application") is made by \_\_\_\_\_

("Applicant"), whose business address is \_\_\_\_\_, hereby applies to \_\_\_\_\_ **Capitol Materials, Inc.**, \_\_\_\_\_ **Capitol Materials of Alabama, Inc.**, \_\_\_\_\_ **Capitol Materials of Alabama, Inc.**, as designated by the checkmark adjacent to their name ("CMI"), whose business address is **ATTN: Credit Department, PO Box 998, Marietta, GA 30061-0988 PHONE: 404-733-2103 FAX: 404-355-3138. EMAIL: [credit@capmat.com](mailto:credit@capmat.com)** to open an account for Applicant for the purchase of materials on a credit basis (the "Account") and for this purpose represents and agrees as follows:

<b>Applicant is a (mark one of the following):</b> <input type="checkbox"/> Corporation; State of incorporation: _____ <input type="checkbox"/> Limited Liability Company (LLC); State of formation: _____ <input type="checkbox"/> Limited Liability Partnership (LLP); State of formation: _____ <input type="checkbox"/> Partnership; Names and addresses of Partners: _____ _____ <input type="checkbox"/> Sole Proprietor; Name of Owner: _____	<b>Contact Information for the Account:</b> Business Phone: _____ Business Fax: _____ Name/Title of Contact Person: _____ Cell Phone: _____ Home Phone: _____ Contact's Email Address: _____ Applicant's Federal Tax ID or SS#: _____	<b>Sales Tax</b> Does Applicant claim exemption from sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, you must attach a valid tax exemption certificate. Sales tax is charged to all customers unless a valid tax exemption certificate is on file.</b> <b>Purchase Orders</b> Does Applicant require a Purchase Order? <input type="checkbox"/> Yes <input type="checkbox"/> No
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<b>TRADE REFERENCES:</b> <b>Valid fax number and email addresses will expedite process</b> Name: _____ Phone: _____ Fax: _____ Email: _____ Name: _____ Phone: _____ Fax: _____ Email: _____ Name: _____ Phone: _____ Fax: _____ Email: _____
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<b>BANK REFERENCE:</b> Name: _____ Account Officer: _____ Phone: _____ Fax: _____ Email: _____ Checking Account #: _____ Identity of security held by Bank: _____
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Applicant agrees that all communications regarding this Application and the Account will be sent to the business address of Applicant set forth above. Applicant acknowledges and agrees that all of the Terms and Conditions that follow are incorporated herein and made a part of this Application by this reference and by its signature below and its initial on each page. Applicant acknowledges reading and agreeing to each of the Terms and Conditions, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Print Applicant's Legal Name

By: \_\_\_\_\_ Printed Name

**Capitol Materials, Inc.**  
**Capitol Materials of Alabama, Inc.**

\_\_\_\_\_ Title

**GUARANTY:** In consideration of the extension of credit by CMI to the Applicant who is identified above, the undersigned (whether primary or co-guarantor are hereafter individually or collectively referred to as "GUARANTOR) hereby jointly and severally, unconditionally and absolutely guaranties to CMI the full payment and prompt payment when due, whether by acceleration or otherwise, of any and all past, present and future indebtedness of the Applicant to CMI under the Account or otherwise, including interest, attorney's fees and costs of collection ( the "Indebtedness"). GUARANTOR acknowledges either an interest in the success of Applicant or direct benefit from an extension of credit by CMI to Applicant. This is a guaranty of payment and not of collection and this guaranty is not limited as to amount, and that the amount of the Indebtedness of Applicant to CMI and the credit limit of the Applicant will vary from time to time, and that it is GUARANTOR'S obligation to examine the books and records of the Applicant to determine the extent of the obligation under this guaranty. No change in the nature of the terms of this Application or the terms for payment of the Account shall discharge all or any part of the liability of the GUARANTOR under the guaranty. This is a continuing guaranty and GUARANTOR agrees that until sixty (60) days after receipt of written notice to CMI, sent as hereafter provided for, wherein the GUARANTOR notifies CMI of the intent to terminate liability for repayment of future purchases by the Applicant, and that this guaranty shall be absolute and unconditional and in effect until the total amount of the Indebtedness of the Applicant to CMI has been paid in full. The GUARANTOR acknowledges that its termination of this guaranty shall not in any way affect the liability of GUARANTOR for the payment due to CMI incurred prior to the effective date of such notice. If at any time CMI employs counsel to pursue collection under this guaranty, then GUARANTOR shall be indebted to CMI for its reasonable attorney's fees, together with all costs of collection. The GUARANTOR agrees that its obligations hereunder shall become immediately due and payable upon the receipt of written notice from CMI of the default by the Applicant under the Account. The GUARANTOR expressly waives notice of creation of the Indebtedness, all extensions of credit to the Applicant, presentment and a demand for payment, protest and notice of dishonor, of default or nonpayment. To the extent permitted by law, Guarantor also waives: (a) any right to require CMI to proceed against any other person or entity associated with the Account; (b) any defense based upon an election of remedies by CMI; and (c) any modifications of any of your obligations relating to this Account. By the signature below given under seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, GUARANTOR shall be jointly and severally responsible for payment to CMI under the terms of this guaranty and the following Terms and Conditions:

_____ Witness	<u>Signature of Guarantor</u> Printed Name: _____ Social Security Number: _____ Home Address: _____	<u>Signature of Co-Guarantor</u> Printed Name: _____ Social Security Number: _____ Home Address: _____
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**I/We the undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

**TERMS AND CONDITIONS:**

In consideration of any extension of credit by CMI to Applicant and the establishment of an Account, the Applicant and Guarantor, if any, herein agree to and acknowledge the following Terms and Conditions regarding their respective relationships with CMI under the Account and the Guaranty:

**Use of Account and Conduct of Business:** This Application is for an Account that will be used solely for business and commercial purposes and not for any personal, family or household purpose.

**Promise to Pay:** The Applicant promises to promptly pay CMI the outstanding principal balance on the Account, together with interest thereon, plus any other sums due under this Agreement as and when due. Interest will be calculated on each invoice from the date that payment is due. Applicant agrees to send payments on the Account to the payment address indicated on the invoices or as otherwise permitted or instructed by CMI. In the event that the Applicant changes its name or forms a new entity to operate its business, the Applicant agrees that it must obtain the written approval of the Credit Manager of CMI that a new or other person or company shall be the party responsible for payment of the Account and until then, the Applicant and any new entity will remain jointly and severally responsible for the payment of the Account.

**Finance Charge:** If Applicant fails to pay the total sum due under the Account, a **FINANCE CHARGE** shall be due on the previous balance outstanding at the end of the preceding billing period after deducting payments and credits. The **FINANCE CHARGE** will be determined by applying a periodic rate as follows: For purchases in Alabama, Tennessee, Georgia and Florida, the periodic rate is 1.5%. **ANNUAL PERCENTAGE RATE 18%**. For purchases in Mississippi, the periodic rate is 1.75%. **ANNUAL PERCENTAGE RATE 21%**. In Alabama, Florida and Tennessee, the rate may be charged on the 11<sup>th</sup> of the month following purchases. In Mississippi, the rate may be charged on the 25<sup>th</sup> of the month following purchases. In Georgia, the rate may be charged 30 days after the account has become due on the 10<sup>th</sup>. In all states, the minimum **FINANCE CHARGE IS 50 CENTS**.

**Credit Limit:** This Application governs an extension of credit by CMI that if granted will be in the amount established by CMI in its sole discretion (the "Credit Limit"). The availability of credit to the Applicant is conditioned upon a determination each time an order is placed. CMI may reduce or increase the Credit Limit at any time in its sole discretion. CMI, in its sole discretion, may suspend or discontinue sales to the Applicant and subsequently decide to resume or continue sales. The Credit Limit is not a limitation of liability, and the Applicant and Guarantor agree that their liability hereunder shall be for the total amount of valid charges to the Account that may be in excess of the amount of the approved Credit Limit.

**Statements and Notice of Dispute:** CMI will send Applicant a monthly billing statement ("Statement") covering activity during each billing period. The Statement is a summary of the amount that is owed on the Account which is maintained on a project-by-project basis, with payments being applied to specific projects. If you think your Statement is incorrect, you must notify CMI in writing within (ten) 10 days after the date you receive the Statement and include a description of the error and an explanation why you believe the Statement is incorrect. If you do not give such notice, your claims shall be waived.

**Default:** Applicant will be in default in the event of any one of the following: (a) if you do not pay CMI the total amount due under the Account within ten (10) days following CMI's demand for payment; (b) if a material change occurs in your ownership or organizational structure; (c) if you liquidate or

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dissolve; (d) if you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws; and (e) if any guaranty of your indebtedness to CMI under the Account is terminated or any guarantor denies that it has any further liability under such guaranty.

**Our Rights Upon Default:** Upon default, the entire unpaid principal balance of the Account and all accrued and unpaid interest thereon and all other sums owing, shall be immediately due and payable. If at any time CMI employs counsel to pursue collection of the sums due under the Account, then Applicant shall be indebted to CMI for its reasonable attorney's fees together with all cost of collection.

**Product Liability:** CMI's sole obligation for materials purchased by the Applicant that prove to be defective in material and/or workmanship will be for replacement, repair or refund of the purchase price. **CMI gives no warranty; either expressed or implied. There are no warranties which will extend beyond the description of the materials that are contained on each invoice sent to the Applicant by CMI.** In no event shall CMI's liability exceed the purchase price for the materials, nor shall CMI be liable for any indirect or consequential damages.

**Cancellations and Returns:** All non-stocked, special order and custom items are Non-Cancelable and Non-Returnable. Partial cancellations or returns may be subject to a price adjustment if the original price was based on a quantity discount/price break. Returned products may be subject to a restocking fee. All returns must be pre-approved by a CMI sales representative, and require a return merchandise authorization (RMA) number. Returns are subject to receipt and inspection prior to credit being processed. Materials must be in their original cartons and in new condition.

**Delay or Waiver of Enforcement:** CMI may delay or waive the enforcement of any of its rights under this Agreement or applicable law, without losing the delayed or waived right or any other right.

**Notices and Communications:** All notices and communications pertaining to the Account, the Application, and the Guaranty must be in writing and must be sent to the business addresses specified on page 1 of this Application. Notices will be deemed given as follows: a) three (3) days after deposited in the U.S. mail, postage prepaid, for delivery by first class mail; b) when delivered in person; or c) upon receipt if sent by registered or certified mail, return receipt required, or by nationally recognized overnight delivery courier.

**Transfer and Assignment:** Without prior notice or approval by you, we reserve the right to sell or transfer all or any portion of our interest in this Agreement and the Account to another entity or person. The agreements contained in the Application and the Guaranty shall inure to the benefit of the successors and assigns of CMI and shall be binding upon Applicant's and Guarantor's heirs, successors, executors, and administrators.

**Governing Law:** This Application and the Guaranty shall be interpreted under the laws of the State of Alabama with CMI. Applicant and Guarantor, if any, agree to submit to the personal jurisdiction of the courts of Jefferson County, Alabama.

**Severability and Modification:** If any portion of either this Application or the Guaranty shall be deemed to be invalid or unenforceable, that portion shall be severed and the balance of the provisions shall remain in full force and effect. The existence of any defense to the claims of CMI shall not relieve either the Applicant or the Guarantor of their obligations hereunder. This Application contains the entire agreement between the parties and all prior understandings and agreements are merged or replaced herein. This Application may be terminated, amended, supplemented, waived, released, or modified only by an instrument in writing signed by the Credit Manager of CMI.

~~The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or on the basis of the applicant's receipt of public benefits. Compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.~~  
**YOUR COMPANY IS ELIGIBLE FOR SALES TAX EXEMPTION UNDER THE ECONOMIC DEVELOPMENT ACT OF 2002 (EXEMPTION FORM)**

We are pleased to offer the electronic delivery of invoices and statements. Please indicate below how you would like your invoices or statements delivered:

Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

SALES REP:	APPROVED:	DISAPPROVED:	DATE APPROVED:
CREDIT LIMIT:	BY:		
CUSTOMER TYPE:	TERMS CODE:	DIVISION#	

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