



HEYDEN SUPPLY

Customer Credit Application

Customer Information:

Full Legal Business Name: _____ Doing Business As: _____

Physical Address (Not a P.O. Box): _____

City, State, and Zip Code: _____

Business Phone: (____) _____ Business Fax: (____) _____

Billing Address: _____

Billing Contact Name: _____ Title: _____ Billing Phone: (____) _____

E-mail address for Billing: _____ Sales Rep: _____

Customer's Business Credit Information:

Fed. I.D. # (or SSN): _____ Founded: _____ Number of Employees: _____

Annual Revenue: _____ Legal Structure: [] Corporation [] Partnership [] Proprietorship

Amount of Credit Needed: _____ (For credit lines in excess of \$5,000.00, a financial statement may be requested.)

Personal Information on Owners, Officers, Members, or Partners of Customer:

Name: _____ Title: _____ SSN: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Home Phone: _____

Name: _____ Title: _____ SSN: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Home Phone: _____

Name: _____ Title: _____ SSN: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Home Phone: _____

Bank Reference:

Bank Name: _____ Account Number: _____

Banking Contact Name: _____ Phone: (____) _____

Trade References (please list 3 vendors you buy goods from on a regular basis within our industry):

Company: _____ Phone: (____) _____ Fax: (____) _____

Address: _____

Company: _____ Phone: (____) _____ Fax: (____) _____

Address: _____

Company: _____ Phone: (____) _____ Fax: (____) _____

Address: _____

CREDIT TERM AND CONDITIONS

The undersigned, individually and for the Customer, (referred to hereafter as I/We) represent and certify that all the information contained in this Credit Application is true, correct, and complete. This request is for Heyden Enterprises, LLC and its affiliates (referred to hereafter as "HE") to extend credit and open a charge account to Customer. I/We authorize HE to obtain further information concerning credit and financial condition of the Customer, its principal owners, proprietors, members, or partners; and to exchange or provide any such information with other credit grantors. I/We, both individually and for the Customer, agree to provide HE a separate financial statement for Customer and the undersigned guarantors upon request and to fully cooperate and assist HE in obtaining any other information that it requests for purposes of evaluating this Credit Application.

In the event HE extends credit to Customer in reliance on this Credit Application, I/we, both individually and for the Customer, understand and agree to promptly pay all charges within 15 days of the invoice date and agree that HE may assess interest and services charges on Customer's outstanding balance at a rate of 1.5% per month (18% per annum). In the event that payment is not timely made, the undersigned, both individually and for the Customer, further agree to pay all costs of collection, including attorney fees, in the event Customer's account is turned over to an attorney for collection. I/We further agree that the Terms and Conditions of Sale attached to this Application are applicable to and shall govern each sale transaction between Customer and HE. It is agreed that this Credit Application will be governed under the law of the State of Georgia. HE has the option of pursuing an action under this Credit Application in any court of competent jurisdiction in the State of Georgia, and I/we consent to venue and jurisdiction in the State of Georgia. It is agreed that HE shall retain title to any goods sold until payment in full has been received. The undersigned further agree to be personally responsible as guarantor for any purchases made by the customer. HE reserves the right to withdraw credit immediately, or not to extend credit to the Customer at its sole discretion at any time.

Customer Signature: _____ Title: _____

Printed Name: _____ Date: _____

PERSONAL GUARANTY

In order to induce Heyden Enterprises, LLC to extend credit to the Customer above, each of the undersigned individuals absolutely, unconditionally, and personally guarantee to Heyden Enterprises, LLC and accepts joint and several liability for the payment of all indebtedness and obligations, including interest and attorneys' fees and costs of collection, existing on the date of this Credit Application or that are incurred after such date all in accordance with the terms of this Credit Application. The undersigned further waives the protest of said account and notice of nonpayment and acknowledges and agrees that Heyden Enterprises, LLC need not first exhaust rights and remedies against the Customer before enforcing rights against the undersigned. The obligations hereunder shall be binding on the heirs, administrations, successors, and assigns of the undersigned.

Each of the undersigned guarantors, 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 guarantor, from time to time as may be needed in the credit evaluation process.

Guarantor Signature: _____ Title: _____

Printed Name: _____ Date: _____

Guarantor Signature: _____ Title: _____

Printed Name: _____ Date: _____

Guarantor Signature: _____ Title: _____

Printed Name: _____ Date: _____

FOR OFFICE USE ONLY: <input type="checkbox"/> Approved Date: _____ Customer # _____ <input type="checkbox"/> Declined Status: _____ Sales Acct # _____
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TERMS AND CONDITIONS OF SALE:

- 1. Acceptance of Order; Termination.** Acceptance of any order is subject to credit approval and written acceptance of order by Heyden Enterprises, LLC ("HE"). If credit of the Customer becomes unsatisfactory to HE, then HE reserves the right to terminate upon notice to Customer without liability to HE.
- 2. Limitation of Liability.** All goods sold to Customer are sold "AS IS," and HE disclaims any implied warranties with respect to the goods, including, but not limited to, any warranty of merchantability or fitness for a particular purposes. Further, HE's liability for breach of this agreement or any damages caused by defective, damaged, or malfunctioning goods sold to Customer by HE shall be limited to either repair or replacement of the goods or refund of the purchase price, all at HE's option, and **IN NO CASE SHALL HE BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.**
- 3. Indemnification.** Customer shall defend, indemnify, and hold harmless HE and its agents, employees, successors, and assigns from and against all claims, losses, damages, expenses, or costs, including attorney's fees, arising out of or relating in any manner to this Credit Application or any labor, materials, goods or services purchased by Customer from HE, excluding claims attributable to the sole negligence of HE.