



3242 Moody Parkway Moody, AL 35004
 866-837-2550 tel
 866-837-2517 fax

LEGAL COMPANY INFORMATION		
Legal Company Name:	Federal ID:	Duns:
Phone:	Fax:	
DBA:	Website:	
Registered Company Address:		
City:	State:	Zip:
Type of Business:	Year Est.	
Email address of Applicant:		

Is your company part of a buying group?	If so, which one?	Your branch/Store#
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ORGANIZATIONAL INFORMATION			
Sole Proprietorship:	Partnership:	Corporation:	Other:
OFFICERS (If a corporation), or OWNERS (if Sole proprietorship or partnership include SS for each partner):			
Name (First, Initial, Last):			Title:
SS#			
Residence Street Address:			
Residence City:		Residence State:	Residence Zip:
Name (First, Initial, Last):			Title:
SS#			
Residence Street Address:			
Residence City:		Residence State:	Residence Zip:
Name (First, Initial, Last):			Title:
SS#			
Residence Street Address:			
Residence City:		Residence State:	Residence Zip:

FINANCIAL INFORMATION

Bill to address:

City:	State:	Zip:
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Accounts Payable Contact Name:

A/P contact phone:	A/P contact fax:	A/P contact email:
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Check the appropriate box to indicate how you prefer to receive all invoices and statements.Accounts Payable: Email _____ Fax _____ Postal Mail **Bank Information:**

Bank Name:	Bank Officer:
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Bank Address:

Type of account (circle one): **Checking** **Savings** **Other****Account Number:****BUSINESS/TRADE REFERENCES****Company name:**

Address:

City:	State:	Zip:
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Phone:	Fax:	E-mail:
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Type of account:

Company name:

Address:

City:	State:	Zip:
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Phone:	Fax:	E-mail:
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Type of account:

Company name:

Address:

City:	State:	Zip:
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Phone:	Fax:	E-mail:
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Type of account:

BANK AUTHORIZATION TO RELEASE INFORMATION:

"I HEREBY AUTHORIZE THE BANK NAMED HEREIN TO RELEASE INFORMATION REQUESTED FOR THE PURPOSE OF OBTAINING AND/OR REVIEWING MY COMPANY'S CREDIT FROM TIME TO TIME"

I ALSO AGREE TO HAVE THE DISTRIBUTION POINT MAY CONTACT THESE TRADE REFERENCES IN ORDER TO ESTABLISH CREDIT AND MAY ALSO RE-SUBMIT TRADE REFERENCE REQUESTS IF NEEDED.

Signature: _____ **Title:** _____**Important:** You may submit your pre-printed credit information sheet in lieu of this page only but you must sign and agree to authorize The Distribution Point to contact your bank and credit references. A current and valid sales tax exemption certificate(s) is also required and must be submitted with the credit application for processing.

TERMS

By signing this credit application/agreement, the individual executing this Application on behalf of the Buyer, individually and personally, represents and warrants to THE DISTRIBUTION POINT that 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete.

Buyer agrees that the prevailing party in any proceeding to enforce this contract or to resolve a dispute with THE DISTRIBUTION POINT will be entitled to recover its costs, including attorneys' fees, collection agency fees, from the other party; and any legal action brought by Buyer will be in the jurisdiction of St. Clair County, Alabama. Buyer hereby submits to the jurisdiction of said courts. The laws of the State of Alabama will apply.

Buyer agrees that The Distribution Point reserves the right to submit all disputes to final and binding arbitration, in the state of Alabama, in accordance with the commercial rules of the American Arbitration Association. Applicant agrees to be bound by the arbitrator's decision in such cases.

The Distribution Point reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances.

Buyer agrees to examine immediately upon receipt, all materials received and each of The Distribution Point's invoices, and to advise The Distribution Point of any dispute or damage within 10 days of receipt. Failure to notify The Distribution Point of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes. Claims and returns must be made within seven working days and returns must be accompanied by RGA number obtained from The Distribution Point and is subject to restocking charges.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Jefferson, State of Alabama without a jury, said right to a jury being specifically waived hereby. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Jefferson, State of Alabama shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Payment terms may vary by order and are indicated on each invoice. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month, (18% per annum), or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$35 for each check issued by Buyer to THE DISTRIBUTION POINT which is returned to THE DISTRIBUTION POINT unpaid or marked NSF.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by companies and financial institution(s) that the Buyer has specified on this document and others that THE DISTRIBUTION POINT becomes aware of during the credit review process and from time to time. Buyer certifies that this credit application request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

The undersigned also understands that THE DISTRIBUTION POINT will retain this Application whether or not it is approved, and that THE DISTRIBUTION POINT will consider this Application as a continuing statement of the applicant's financial position and situation unless the Buyer notifies The Distribution Point in writing, and by certified mail of any change in ownership, the business name, the business structure and/or the financial status and solvency of the Buyer's company under which credit is established.

In order for THE DISTRIBUTION POINT to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and agreement will be deemed to be repeated in each purchase by Buyer. Buyer also agrees to notify The Distribution Point in writing, and by certified mail of any change in ownership, the business name, or the business structure under which credit is established.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others, including Buyer's purchase orders.

This application/agreement shall be interpreted under the laws of the State of Alabama.

(If Applicant is a partnership, all partners must sign to agree to terms.) I agree to the terms of this contract and submit I am an authorized company representative and have legal rights to sign for said company.

Signature of Owner or Officer

Signature of Owner or Officer

Title

Title

Date

Date

Continuing Guaranty

Guarantor, in consideration of the extension of credit by The Distribution Point, agrees to be jointly, individually and separately liable to The Distribution Point for any and all sums due by Applicant to The Distribution Point of any nature of manner.

This guaranty is a continuing and unlimited guarantee that covers any and all indebtedness to The Distribution Point whether now or in the future that exists on any and all Applicant accounts existing now or in the future, and may only be modified, revoked or terminated by written notice to an officer of The Distribution Point, 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 The Distribution Point of such written notice. Guarantor waives all notice and pleas of discussion and division and agrees to pay upon demand to The Distribution Point the full amount of indebtedness of Applicant, together with such interest and attorney's fees as may be due thereon.

Guarantor waives notice to or the consent of said Guarantor to any extensions, releases and discharges and/or changes of credit terms whatsoever. The Undersigned Guarantor agrees to remain fully bound until all monies due under have been paid in full, and hereby waives all rights of subrogation and set-off. The Guarantor further waives all defenses based on suretyship or impairment of collateral.

The parties hereto agree that all actions or proceedings arising in connection with this guaranty shall be tried and litigated exclusively in the State and Federal courts located in the County of Jefferson, State of Alabama without a jury, said right to a jury specifically being waived hereby. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Jefferson, State of Alabama shall have in *personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

This guaranty shall be interpreted under the laws of the State of Alabama.

The Applicant agrees and consents that facsimile signature shall be deemed original signature for all purposes in connection herewith.

----- Guarantor (Print Name)	----- Guarantor (Signature)	----- Date
----- Guarantor (Print Name)	----- Guarantor (Signature)	----- Date

Notary/Witness:

I, _____, the *Guarantor for the Applicant*, _____, (*company name*), hereby certify that this is the true and original *document of guaranty* for The Distribution Point.

_____ Signature of Guarantor	_____ Signature of Witness/Notary	_____ Date
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