

# **Kudzu Millwork, Inc. Business Credit Application**

256-851-1827 256-851-9904

Salesperson								
** A current <u>audited</u> final	ncial stat	ement is requir	ed with all cro	edit applications *	*			
Business Name:								
Mailing Address:								
City:								
Billing Address:								
City:								
Phone Number:								
Accounts Payable Contact Name	 e:							
Accounts Payable Phone Number								
Accounts Payable Fax Number:								
Accounts Payable Email Address:								
Purchasing Contact Name:								
Purchasing Phone Number:								
Purchasing Fax Number: Purchasing Email Address:								
Web Address:								
Others authorized to pick up/cha		als (include contact	numbers):					
How Long in Business:								
Do you use Purchase Orders:	A	Approximate Credi	it Limit Desired	:				
<b>Company Officers or Part</b>								
Name:								
Phone:								
Name:								
	'hone: Email Address:							
Name:		Title:	SSN:					
Phone:		Email Address:	:					
D 1 T - 6 4'								
<b>Banking Information</b>								
Name of Financial Institution: _								
Contact:		Phone	:					
Trade References								
Company Name:								
Contact:				Fax				
Company Name:								
Contact:								
Company Name:		1 Hone		1 uʌ				
± •				Fax				
Contact: Company Name:				1 ax				
Contact:				Fax				
Comact.		1 110116		1`ax				

<u>IMPORTANT!!</u> Please read ALL information on reverse and date and sign application. Your application cannot be processed without signature(s). Your application will not be processed if any changes are made to the terms and conditions on the reverse.



## Kudzu Millwork, Inc. Commercial Account Guaranty Agreement

#### Please read ALL the terms and conditions below before you sign this contract.

- 1. **Accuracy of application/Guaranty**: In consideration of Kudzu Millwork, Inc., opening this account, I and/or we certify the truthfulness and veracity of the statement appearing on the Application Agreement, and I and/or we guaranty and bind ourselves to the faithful payment of all monies owing, now or in the future, by me, us, or either of us, or any other person, firm or cooperation for our benefit.
- 2. **Attorney's Fees:** If you are in default and we have to refer your account to an attorney who is not our salaried employee, to sue or take other steps to collect or secure this account, you and your guarantors agree to pay a reasonable attorney's fees.
- 3. Job Site Deliveries: Purchase and/or deliveries are herewith authorized to be made without signature evidencing receipt upon job site.
- 4. Credit Terms: Purchase of goods will indicate the acceptance of Kudzu Millwork, Inc.'s credit terms. Kudzu Millwork, Inc.'s regular billing date is the last day of the month. Our terms are net 10<sup>th</sup>; all balances are due and payable in full each month on or before the 10<sup>th</sup>. Your account will be in default and subject to a 1.5% service charge, this is an annual rate of 18%, if not paid by the 10<sup>th</sup>. This charge will be assessed to your account on or about the 15<sup>th</sup> of each month. If your account should become delinquent, it will be placed on credit hold, without prior notice.
- 5. Returned items: All stock items purchased from us, if returned in original condition within 30 days of purchase, will be credited to your account less a 18% restocking charge. Alabama sales tax will not be refunded, in accordance with Alabama State Tax Law. Special ordered items are NOT returnable and credit will not be issued for these items. Kudzu Millwork, Inc. is not responsible for items returned to and left on our yard without a sales receipt.
- 6. **Billing errors:** Any error or question concerning your bill should be reported to us immediately for corrective action. Please contact the Accounts Receivable department at 256-851-1827 or Kudzu Millwork, Inc. 4818 Meridian Street Huntsville, Al 35811.
- 7. Security Interest: Seller is authorized to investigate applicant(s) credit history, both business and personal, and report to proper persons and Bureaus, buyer's performance of this agreement. In the event of any breach of the terms of this agreement, Kudzu Millwork, Inc., or it's designated representatives may repossess any materials purchased by the undersigned or any entity they represent, it being expressly understood by the undersigned that the debtor and your guarantors grant Kudzu Millwork, Inc., a security interest in such goods until and unless the account is paid in full, including (without limitation), attorney's fees, interest charges, and expenses of collection and/or litigation.

#### EXPRESS REPRESENTATION OF FINANCIAL SOLVENCY

Guarantors individually and in their capacity as directors, officers, partners, owners, employees, agents, or otherwise, each expressly warrant and represents to Kudzu Millwork, Inc., that each has personal knowledge of the present financial position of such entity, that guarantors, individually, and as such entity are each now financially solvent; and that guarantors have no knowledge of any facts which would lead a reasonable person to doubt the financial solvency of either guarantors, individually, and/or of such entity.

It is understood and agreed by guarantors that Kudzu Millwork, Inc., is relying on guarantor's representation and warranty of such financial solvency of the individual guarantors and of such entity in extending credit to guarantors and such entity.

It is further acknowledged, understood and agreed by guarantors that the representations and warranties of financial solvency herein above given are continuing in nature and that each guarantor(s) must promptly notify Kudzu Millwork, Inc., in writing, of any material change in financial solvency, or the financial insolvency or threatened insolvency, of any guarantor of such entity.

### READ THIS CONTRACT THOROUGHLY BEFORE YOU SIGN IT

Credit Applicant's Signature	Date:	Home Address Date of Birth
Printed Name		
Co-Applicant's Signature	Date:	Home Address Date of Birth
Printed Name		