



4865 ATLANTA HWY
 ALPHARETTA, GA, 30004-3956
 Phone: 770-475-7067
 Fax: 770-475-6524

CREDIT APPLICATION

APPLICANT/PRINCIPAL DEBTOR				
ADDRESS		CITY	STATE	ZIP
PHONE: ()	FAX: ()	FEDERAL ID # or SOCIAL SECURITY #		# OF YEARS IN BUSINESS
TYPE OF APPLICANT: <input type="checkbox"/> Landscaper <input type="checkbox"/> Residential Builder <input type="checkbox"/> Subcontractor <input type="checkbox"/> Other:				
TYPE OF LEGAL ENTITY: <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Individual <input type="checkbox"/> Other:				
ACCOUNTS PAYABLE CONTACT NAME:			PO REQUIRED?	YES/NO
PHONE:			E-MAIL ADDRESS:	
BANK-CHECKING	ACCOUNT NUMBER	CONTACT NAME	PHONE	

TRADE OR CREDIT REFERENCES:

NAME	ADDRESS	PHONE

Applicant/Principal Debtor certifies that it is solvent and capable of meeting its obligations hereunder, and that all information (including any requested financial statements) provided to Midway Building Supply, Inc. and/or its subsidiaries and affiliates (Seller) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant/Principal Debtor agrees that all Terms and Conditions of Sale on the reverse side of this Credit Application, as the same may be amended from time to time, shall apply to all sales and extensions of credit made to Applicant/Principal Debtor by Seller.

 APPLICANT/PRINCIPAL DEBTOR AUTHORIZED REPRESENTATIVE TITLE DATE

To induce the extension of credit to Applicant/Principal Debtor, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Applicant/Principal Debtor to Midway Building Supply, Inc. (MBS), including any costs, expenses, and 15% attorney's fees as a consequence of MBS's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for MBS to give notice to Guarantor of any extension of credit to Applicant/Principal Debtor, any renewal thereof, any modification of the terms thereof, or MBS's arrangements with any other Guarantor. Guarantor may terminate its guarantee, only in writing and sent via certified mail, as to any new extensions of credit made more than ten days after such written notice is received by MBS, but Guarantor shall remain obligated in respect to any credit extensions made within ten days, up to and including the close of business on the tenth day, after MBS's receipt of such notice. Guarantor agrees to provide financial information as reasonably requested by MBS.

 GUARANTOR SIGNATURE (NO TITLES) PRINTED NAME DATE

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(TERMS AND CONDITIONS ON REVERSE SIDE)

TERMS AND CONDITIONS

1. Applicant/Principal Debtor authorizes all financial institutions and business entities of which Midway Building Supply, Inc. (MBS) may from time to time make inquiry to provide to MBS such financial information as MBS deems necessary to make credit decisions. MBS has no obligation to extend credit to Applicant/Principal Debtor and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event MBS, in its sole discretion, finds Applicant/Principal Debtor's financial condition to be unsatisfactory.
2. MBS will provide to Applicant/Principal Debtor an itemized invoice of each sale. If Applicant/Principal Debtor does not give written notice by certified mail to MBS within fifteen (15) calendar days from the date of such invoice of any objection to the Goods and/or Services listed, the receipt thereof, that such purchases was unauthorized or any other objection, all such objections shall be deemed waived. Applicant/Principal Debtor waives any and all right to set off claims which it may assert against MBS and/or to withhold payment to MBS based on a claim that MBS is indebted to Applicant/Principal Debtor. No claim asserted by Applicant/Principal Debtor against MBS shall relieve Applicant/Principal Debtor of its obligations to make timely payments to MBS.
3. Except as otherwise set forth in a MBS invoice, payment is due within ten (10) calendar days from the last day of the month in which the invoice is rendered. If timely payment is not made, the account shall be past due. Applicant/Principal Debtor agrees that all amounts in past due shall bear interest at 1.5% per month pre and post judgment until paid and agrees to pay MBS, in addition to the amount due, attorney's fees of fifteen percent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is given to an attorney for collection and also to pay any and all attorney's fees and costs associated with post-judgment collection and lien preparation and recording fees. Applicant/Principal Debtor agrees that all payments shall be applied to Applicant/Principal Debtor's account as designated in writing and if not designated in writing then MBS shall apply said payment to the most outstanding invoices. This Agreement shall be deemed fully executed and performed in Gwinnett County, Georgia and will be governed and construed in accordance with the laws of Georgia. Applicant/Principal Debtor agrees to examine all invoices and statements promptly upon receipt and to notify MBS by certified mail immediately at any failure of delivery, shortage, discrepancy or error within thirty days of Applicant/Principal Debtor's receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth day of the month succeeding purchase. Use of material by Applicant/Principal Debtor shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.
4. Any waiver or non-enforcement by MBS of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default or enforcement of such term and MBS shall only be deemed to have given such waiver in writing executed by MBS providing for such waiver. If any provision of this Agreement is waived by MBS or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect if such provisions were not contained herein.
5. This Agreement contains the entire agreement and understanding between MBS and Applicant/Principal Debtor with respect to the sale of Goods and/or the performance of Services by MBS to Applicant/Principal Debtor (other than payment terms and delivery dates to be set forth in MBS invoices), supersedes all prior agreements, commitments, representations and discussions between MBS and Applicant/Principal Debtor and is not assignable by Applicant/Principal Debtor without the prior written consent of MBS. No modification, amendment of or addition to this Agreement will be binding on MBS unless modification, amendment or addition is in writing executed by MBS. Without limitation of the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant/Principal Debtor to MBS, and the terms hereof shall control notwithstanding the terms of any such documents and shipments by MBS. The terms hereof shall not be altered or interpreted by reference to any course of dealing between MBS and Applicant/Principal Debtor or industry practice. Any action by Applicant/Principal Debtor instituted against MBS arising from Goods sold or Services performed must be commenced within one (1) year from date of delivery of the subject Goods, or, in the case of Services performed, one year from the last date of Services rendered.
6. Applicant/Principal Debtor shall have (7) calendar days from the date of delivery to reject Goods and/or Services as nonconforming. Such rejection must be in writing by certified mail received by MBS within such (7) calendar days, and specify the Goods and/or Services rejected and the specific nonconformity asserted and the subject Goods must be received by MBS within ten (10) calendar days from the initial MBS delivery. All Goods and/or Services not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Goods returned must be accompanied by the original invoice or other proof of purchase by Applicant/Principal Debtor. Physical acceptance by MBS of Goods returned in no way deems an agreement by MBS of any claim by Applicant/Principal Debtor of nonconformity.
7. MBS shall have a reasonable time after receipt of proper notice of rejection of nonconforming Goods and/or Services or of revocation of acceptance of nonconforming Goods and/or Services to repair or replace the Goods or refund the purchase price, with the remedy to be selected by MBS in its sole discretion. If Applicant/Principal Debtor otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant/Principal Debtor's account.
8. Applicant/Principal Debtor is responsible for determining the Goods it chooses to purchase and for what purpose those Goods will be used and Applicant/Principal Debtor will not be relying on the skill or judgment of MBS to select or furnish Goods suitable for any particular purpose. MBS MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE AND/OR THE MERCHANTABILITY OF ANY GOODS. APPLICANT/PRINCIPAL DEBTOR AND PERSONS CLAIMING THROUGH APPLICANT/PRINCIPAL DEBTOR SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURE OF GOODS AND SHALL BE THE EXCLUSIVE RECOURSE OF APPLICANT/PRINCIPAL DEBTOR AND PERSONS CLAIMING THROUGH APPLICANT/PRINCIPAL DEBTOR FOR DEFECTIVE GOODS WHETHER IN CONTRACT, TORT, STATUTE, OR FOR NEGLIGENCE. MBS may deliver certain third-party manufacturer warranties to Applicant/Principal Debtor, but MBS shall have no liability under such warranties.
9. The undersigned waive(s) sufficient homestead exemption to cover the debt and/or any collateral herein and further waives any other exemptions which the undersigned may be entitled to by virtue of the constitution of laws of Georgia or of the United States of America.

Initials



MIDWAY BUILDING SUPPLY

Midway Building Supply is proud to offer our customers the convenience of **e-Statements, and e-Invoices.**

e-Statements will deliver your monthly statement via email. **e-Statements** helps us keep our cost down on postage and from wasting so much paper, plus it will help you by receiving your statement faster and reducing your clutter and paper filing.

e-Invoices will email you a copy of an invoice immediately after a transaction at point of sale.

If you are interested in receiving your monthly statement and/or invoices electronically, please sign up using this form. You can sign up for both or just **e-statements** or **e-Invoices** separately.

Please call, email, fax or mail the below information to get started.

Sincerely,
Midway Building Supply

Accounts Receivable

Return this form to:

Or Call

Fax to

Midway Building Supply
4865 Atlanta Highway
Alpharetta, GA 30004

(770) 475-7067

(770) 475-6524

Email: ar@midwaybs.com

Yes, sign me up for e-Statements **Yes, sign me up for e-Invoices**

Account Name _____

Account Number _____

Email _____

Sign Here _____

Date _____