

# COFER BROTHERS, INC.

2300 Main Street • Tucker, GA 30084 • 770-938-3200 • www.coferbrothers.com



## BUSINESS APPLICATION FOR CREDIT

Name of Business or Account & Address		Billing address if different:	
		Type of business – Circle one: Bldr: Residential – Bldr. Comm – Remodeler	
Phone	Zip Code	Other (Specify)	

\_\_\_\_\_ Applicant is a Proprietorship - Sole Proprietor's Name is: \_\_\_\_\_ Amt. Credit/Mo \_\_\_\_\_ D&B Rate: \_\_\_\_\_

Social Security No. \_\_\_\_\_

### SPECIAL BILLING INSTRUCTIONS:

HOME ADDRESS: (No. P O Box – List Street Address)

P.O. Required – Yes ( ) No ( )

Street Address

Persons authorized to charge:

City State Zip Phone

\_\_\_\_\_ Applicant is a Corporation - Date of Incorporation: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

County \_\_\_\_\_ and State \_\_\_\_\_ of Incorporation

Name of Officers or Partners	Title	Home Address of Officers	Soc. Sec. No.
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

### REFERENCES – Bank and Savings & Loan References (Lumber Dealer, and other suppliers):

Name	Branch	Type of Account	Account No.
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

### CONSTRUCTION IN PROGRESS/PROJECTED:

### Financing by:

St. Addr. Subd. _____	County _____	Name of Inst. _____	Branch Of. _____
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St. Addr. Subd. _____	County _____	Loan Officer _____	Phone No. _____
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St. Addr. Subd. _____	County _____		
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### SELLER'S TERMS

In consideration of the sum of \$1.00 and other valuable consideration, the receipt and sufficiency is hereby acknowledged, Applicant-Account Debtor agrees, represents and warrants as follows:

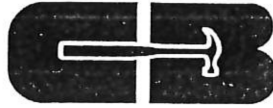
1. Applicant agrees that payment for all purchases is due upon receipt of monthly statement. Invoices not paid by the 15th of the month following purchase are considered delinquent. Applicant directs and authorizes Seller to send all invoices to the Business or Billing address shown above. Applicant agrees that it shall inspect each and every invoice and account statement upon receipt and shall notify Seller in writing within thirty (30) days of statement date of any errors or unauthorized charges, and any incorrect statements of materials described on said invoice or delivery of merchandise. Upon failure of Applicant to so notify Seller, it shall be presumed that the charges or amounts due from applicant as shown thereon are true and correct, and delivered as stated, and Seller may rely on said delivery statements for purposes of filing appropriate materialmen's liens and notices. Applicant further warrants that all goods and materials delivered by Seller and all goods and materials received on Seller's premises shall be used for construction and improvement of the premises described on the purchase invoice.

2. Applicant agrees and grants unto Seller, and Seller hereby retains a purchase money security interest in and to all merchandise, goods and materials sold on credit until the purchase price, plus all late payment charges, are paid in full. For this purpose, Seller shall be deemed "secured party" and Applicant shall be deemed "debtor". Applicant shall execute any documents needed or necessary (from time to time) to perfect said security interest and grants to Seller an irrevocable power of attorney to execute same as Applicant's attorney in fact as is necessary, including the filing of any financing statement necessary to perfect said security interest. Collateral for this security agreement shall be all goods described on purchase invoice, all other acquired property of like kind and description, and the proceeds from any collateral so secured. Further, this security agreement shall secure any future indebtedness owed by Applicant to secured party. Seller shall have all rights of a secured party under the laws of the State of Georgia in addition to any rights granted herein.

3. Applicant agrees that in the event any indebtedness owed by Applicant to Seller is collected by law, as through an attorney at law, all costs of collection including fifteen per centum (15%) of principal and interest as attorney's fees, shall be paid and collected in addition to principal and interest owed.

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4. Applicant shall complete a job description and construction loan Information form for each project where credit is desired and charge materials accordingly. Such information shall include, but not be limited to, the name and address of the owner of the property to be improved, the name and address of any construction lender or any person or entity providing funds for the payment of said improvements or construction, and the names and addresses of any and all other materialmen, suppliers, contractors, sub-contractors, or creditors supplying materials or labor in the construction or improvement of the premises.

5. Unless otherwise stated herein; Applicant agrees that this account shall be deemed a commercial account as defined under the Official Code of Georgia Annotated, 7-4-16 and agrees to pay interest on that portion of the account which has been due and payable for 30 days or more at a rate of 1-1/2 percent per month, calculated on the amount owed from the date upon which it became due and payable, until paid.

6. Definitions: Whenever the term "Applicant" is used herein, it shall mean and include the owner of any sole proprietorship, all partners of any partnership, the corporation, or general membership of any unincorporated association, and further shall mean the account debtor, purchaser, or grantor of any security interest herein. The term "Applicant" shall also refer to any surety or guarantor of this account. This agreement shall be binding on applicant, its respective heirs, executors, administrators, successors, and assigns.

7. Nothing in this agreement shall require Seller to issue credit to Applicant in any amount whatsoever. Each extension of credit shall be granted under the terms and conditions of this agreement and seller may refuse to extend or grant any additional credit, or refuse to sell on credit any additional merchandise at any time. Each purchase invoice not paid in cash shall be considered a request for additional credit incorporating the terms of this agreement therein, which may be accepted or rejected by Seller as each such purchase or order is made. No limitation placed by Seller upon its records as to the amount of credit to be extended or granted shall in any way affect, alter or modify Seller's rights to collect all sums due for purchases by Applicant under this account agreement, and no such limitation shall affect or alter Applicant's obligation to pay any and all amounts owed for purchases herein or other amounts owed under the terms of this agreement. Any indulgence or departure at any time by Seller from any of the provisions hereof shall not modify the same or relate to the future or waive future compliance therewith by purchaser/applicant. Seller may from time to time take additional security by means of promissory notes and security deeds and instruments for the then present account balance which shall be cumulative and Seller may at its option proceed to enforce said security instruments or deed and notes or proceed to collect sums due under this account agreement as it deems fit without modifying or releasing the obligation of applicant in any way, until the full amount owed has been paid in full.

8. Any and all payments made by purchaser/applicant or guarantor may be applied in a manner and in order of priority as Seller sees fit, except where Applicant is engaged in the construction of more than one project. Applicant may, in writing, direct that payment be applied specifically to a given project or construction activity.

9. Applicant and guarantors do hereby expressly authorize seller to verify any information given by Applicant or guarantors and to seek and obtain whatever information as Seller deems necessary from any source whatsoever, to determine the credit worthiness of the Applicant-debtor, or any guarantor hereunder. Applicant and guarantors authorize the release of any information from any person or organization maintaining such credit information including the issuance of a consumer report, or any other report or credit report, and specifically authorizes the release of any information maintained or held in any file of any consumer reporting agency or any other person, corporation or entity holding such information. Applicant and guarantors hereby release, remiss, and hold harmless Seller or any person or entity from any cause of action arising from or in connection with the obtaining or furnishing of such information.

10. For value received and other good and valuable consideration, the undersigned guarantors do hereby unconditionally guarantee the performance of all obligations of the Applicant and of all the terms, covenants, and conditions of this agreement, including the prompt payment when due of all amounts advanced in the future or in the past by Seller to Applicant, including attorney's fees and costs of collection as provided herein. Without further authorization from or notice to guarantor, Seller may grant additional credit to Applicant from time to time. With or without notice to guarantor, Seller may alter, compromise, extend, renew, take additional security for, or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more other guarantors. No exercise or non-exercise by Seller of any right hereby given to it, no dealing by Seller with Applicant or any other guarantor, and no change, impairment, or suspension of any right or remedy of Seller, with or without notice to guarantor, shall in any way affect any of guarantor's obligations hereunder or give guarantor any recourse against Seller.

If legal action is taken to enforce this guaranty or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against Applicant or any other guarantor of Applicant's obligations to Seller, without notice or consent of guarantor. Prior action or suit against Applicant, whether alone or jointly with other guarantors, shall not be a prerequisite to Seller's right to proceed hereunder in case of Applicant's default. The rights of Seller are cumulative and shall not be exhausted by its exercise of any of its rights hereunder or otherwise against guarantor or by any number of successive actions until and unless all indebtedness hereby guaranteed has been paid. This guaranty is continuing and notice of acceptance is waived. This guaranty shall remain in full force and effect until the guarantor delivers to Seller/creditor, written notice by certified mail, revoking it as to indebtedness incurred subsequent to such delivery by certified mail. Such revocation shall not affect any of guarantor's obligations hereunder with respect to the indebtedness theretofore incurred.

11. Cofer Bros., Inc. will provide Applicant any manufacturer's warranty on goods sold to Applicant. However, Cofer Bros., Inc. makes no warranty of any kind, express or implied, except that the goods sold under this agreement shall be of standard quality of Cofer Bros., Inc. (except for clearly marked discontinued items). COFER BROS., INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Signed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

X  
Applicant (Account Debtor)

Each of the undersigned guarantors warrants and represents that they have read the entire agreement and agree and consent to its terms.

\_\_\_\_\_  
Business Name and Address from front page

X  
Guarantor (Name and Address)

\_\_\_\_\_  
Guarantor (Name and Address)

\_\_\_\_\_  
Phone Zip Code

\_\_\_\_\_  
WITNESS GUARANTOR(S) SIGNATURE(S)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NAME ADDRESS PHONE