



**APPLICATION FOR CREDIT**

**Thomco Specialty Products, Inc.**  
**1100 Northbrook Parkway**  
**Suwanee, GA 30024**  
**Phone 770-339-3900 Fax 770-339-1730**

OFFICE USE	
Date _____	CSR Initials _____
Salesperson _____	Territory _____
SIC Code _____	NAICS _____
Customer Number _____	
<input type="checkbox"/> Reference Check Required for consideration	
of \$ _____ credit limit	

Company Name		PHONE:	
		FAX:	
Address		City/St/Zip	County
Billing Address (if different from above)			
Federal ID Number		Sales Tax Registration Number	D & B Number
Business Entity is: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____			

List Name(s) of Corporate Officer(s), Partner(s), or Owner		
Position	Name	Home Address/City/State/Zip

Years in Business	Years at Present Location	<input type="checkbox"/> Own <input type="checkbox"/> Lease	Average Monthly Sales	Average Number of Employees
Describe your product or service				
Anticipated Monthly Purchases from Thomco	Credit Limit Requested	Order Pending? Yes ___ No ___		

Trade References (minimum of three required)		***FAX NUMBER or EMAIL ADDRESS REQUIRED	
Name	Address/City/State	Phone	Fax or Email

Bank References				
Bank Name	Branch	City/State	Phone	Acct#

Do you require purchase orders?	Sales tax status for product to be purchased from Thomco: _____ Taxable        _____ Non-Taxable	<b>Please include any applicable forms or certificates with this application. All sales will be considered taxable pending receipt.</b>
How timely do you pay your bills?	Accounts Payable Contact / Phone / Fax or E-Mail	

## ACCOUNT AGREEMENT AND TERMS AND CONDITIONS OF SALE

The undersigned hereby applied to Thomco Specialty Products, Inc. (Thomco) for credit. It is understood and agreed that the undersigned specifically consents to Thomco investigating the applicant's credit history and may utilize outside credit reporting services to obtain information on the undersigned. Applicant further agrees to give permission to make inquiry of financial and related matters at applicant's bank(s).

Thomco and Purchaser agree that this agreement shall constitute the entire agreement between the parties. No modifications, amendments, waivers or other changes shall be affective between the parties unless agreed to in writing by the parties.

- 1. TERMS** In consideration of the extension of credit, Purchaser agrees to pay Thomco within the terms of Thomco's invoice. Normal terms are 1% 10, Net 30 Days. Discount is not available for debit or credit card payments. Purchaser further agrees to pay a finance charge of 1.5% per month or \$3.00 per month on the past due amounts.
- 2. DEFAULT** Should Purchaser fail to make payments to Thomco within 15 days of the due date on Thomco's invoice, Purchaser will be considered in default. Thomco may at its sole discretion declare all invoices due and payable immediately. Thomco may at its sole discretion continue to extend credit to Purchaser even though the Purchaser is in technical default on certain invoices, however this shall be done without prejudice to Thomco and the Purchaser agrees that this will not be used as a defense in any subsequent action by Thomco to collect debts owed by the Purchaser.
- 3. COLLECTION COSTS** If Thomco commences court or collection agency proceedings in order to collect amounts due, Purchaser agrees to pay all costs associated with such efforts including: collection agency fees, court costs, reasonable attorney fees up to the amount allowed by law, interest costs and finance charges and all other costs associated with the collection efforts.
- 4. SECURITY INTEREST** To secure full and timely payment of all amounts owed to Thomco pursuant to this agreement, Purchaser agrees to grant to Thomco a security interest in the goods purchased pursuant to this agreement. Purchaser also grants to Thomco a security interest in the proceeds of the collateral. Should the Purchaser fail to make timely payment for the goods purchased from Thomco such that Purchaser becomes in default (see section 2 above), Thomco may then exercise all rights afforded to a security party under the law.
- 5. RETURNS** Products to be returned to Thomco shall only be returned after obtaining authorization from Thomco for the return. Invoices shall be considered due and payable until such time as a credit memo or written return authorization is issued by Thomco.
- 6. CLAIMS** Claims for loss or damage in shipment should be made to the carrier by the Purchaser.
- 7. PRICES** Prices are subject to change without notice and are generally guaranteed only for a purchase order that has been accepted and confirmed by Thomco.
- 8. TAXES** Sales taxes on purchases from Thomco are the responsibility of the Purchaser. If taxes not collected at the time of sale are later determined to be due and payable through a sales tax audit by a government agency, Purchaser agrees to pay the applicable taxes at the time or provide Thomco and the government the proper sales tax exemption information.
- 9. JURISDICTION** Thomco and Purchaser agree that this agreement will be construed under the laws of the state of Georgia. Thomco and the Purchaser further agree the choice of forum in any dispute shall be at Thomco's option, however generally the Federal court for the Northern District of Georgia and State or Superior Court of Gwinnett County shall have exclusive jurisdiction over any disputes between the parties.
- 10. WARRANTY** The following is made in lieu of all warranties expressed or implied, including the implied warranty of merchantability and fitness for purpose. Seller's and Manufacturer's only obligation shall be to replace such quantity of product proved to be defective. Before using, user shall determine the suitability of the product for its intended use and user assumes all risks and liabilities whatsoever in connection therewith. **NEITHER THE SELLER NOR MANUFACTURER SHALL BE LIABLE EITHER IN TORT OR CONTRACT FOR ANY LOSS OR DAMAGE DIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT.**

**I, the undersigned, as an authorized agent of Purchaser, have read and understand the above terms and conditions of sale and agree to abide by those terms and conditions.**

\_\_\_\_\_  
Owner, Partner or Authorized Agent

\_\_\_\_\_  
Company

### **CONTINUING PERSONAL GUARANTY**

Upon the extension of credit by Thomco Specialty Products, Inc., the undersigned does hereby unconditionally guarantee full payment of any of the purchaser's indebtedness which may become due pursuant to this agreement. This shall include all invoices, obligations, interest costs, attorney fees, collection agency fees and any other indebtedness owned by the Purchaser to Thomco. This guarantee shall remain in effect until terminated by written notice and such termination rendered shall only apply to future obligations.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date