

Whitlock Brothers, Inc.

BUILDING MATERIALS, SUPPLIES, AND EQUIPMENT FOR
COMMERCIAL, CIVIL, AND RESIDENTIAL CONSTRUCTION

PO Box 12150
Norfolk, VA 23541

757-461-3127 phone
757-461-0879 fax
casey.byrd@whitlockbrothers.com

To: _____

From: _____

Fax: _____

Pages: _____

Phone: _____

Date: _____

Ref: _____

CC: _____

To All Credit Applicants:

Thank you for your interest in our company. We know that an honest, hard-working, reliable supplier is important to the success of your business, we endeavor to be that supplier. We look forward to providing your company's material needs.

About the Credit Application:

- The information requested is basic, however, you may provide preprinted credit reference documents if you desire.
- If your business is a corporation, a Personal Guaranty is required by an officer. If it is a partnership, all partners are required to sign the Personal Guaranty.
- The terms listed on the credit application, we believe, are the beginnings of an open and trustworthy business relationship. An agreement to our Terms and Conditions is required for consideration of your credit application. We will not grant credit to an applicant who marks through any of our Terms and Conditions.

Please email or fax your completed credit application to Casey Byrd. Her contact information is listed above. You may also call our Credit Department at (757) 461-3127 ext. 113 with any questions. Also, please mail us the original signed application for our records.

Thank you for considering Whitlock Brothers, Inc. as your supplier.

Please visit our website at www.whitlockbrothers.com

APPLICATION FOR CREDIT

Check all that apply to your business:

- General contractor
- Sub-contractor
- Electrical contractor
- Painting contractor
- Concrete contractor
- Sprinkler contractor
- Masonry contractor
- Mechanical contractor
- Utility contractor
- Other (explain) _____

- Single Proprietorship
- Corporation
- Partnership
- Limited liability company

Company name: _____ (the "Purchaser")

Business license number: _____ Where licensed: _____

Office address: _____

Mailing address: _____

Years at address: _____ Years in business: _____

Phone: _____ Fax: _____

Email: _____

Tax Exempt? No ; Yes (If so, please attach certificate)

Purchase Order required? Yes ; No Tax ID number: _____

DUNS #: _____ Number of employees: _____; Annual sales: _____

Applicant's bank: _____ Branch: _____

Type of account: _____

Principal officers or parties

Name, SSN #, title, home address, home phone

1. _____
2. _____
3. _____

Credit References

List only suppliers with whom you have had an active account for at least six months.

1. Supplier: _____ Phone: _____ Fax: _____
2. Supplier: _____ Phone: _____ Fax: _____
3. Supplier: _____ Phone: _____ Fax: _____

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THE CREDIT APPLICATION.

TERMS AND CONDITIONS OF SALE

Terms of sale: Net 30 days from invoice date, unless different terms have been agreed to in writing by Whitlock Brothers, Inc. ("Whitlock Brothers").

Shortages: All claims for shortages must be made in writing to Whitlock Brothers within 5 days from date of delivery, or such claim shall be waived.

Prices: All prices are subject to change without notice and orders accepted will be with the understanding that prices prevailing at the time of shipment will apply. Exceptions must be prearranged and in writing.

Returned goods: Goods may not be returned without our consent, goods must be returned within 30 days, and be in first class, saleable condition. When goods are returned because of Whitlock Brothers' error, we will rectify the error cheerfully and promptly without expense to the customer. If the error is not Whitlock Brothers', nor that of its suppliers, we will do everything possible to minimize expense, however we reserve the right to assess a handling and restocking charge.

Cancellations: Orders for special goods, not normally carried in stock, cannot be cancelled without Whitlock Brothers' permission; Whitlock Brothers' decision will be at its sole discretion.

Errors: Whitlock Brothers reserves the right to correct clerical and inadvertent errors.

Taxes: Any tax now in effect, or hereafter imposed, on any article sold by Whitlock Brothers will be added to the existing price, including sales tax.

Service charge: Purchaser agrees to pay Whitlock Brothers a service charge of **1½% per month** (an ANNUAL PERCENTAGE RATE OF 18%), on any past due balance on any invoices, which is in addition to and not in lieu of any other remedies.

Initials
(required)

Advance payment. Whitlock Brothers reserves the right to require payment in advance of shipment.

Attorney's fees: If any legal action is commenced to enforce or interpret the terms of this Agreement, or for any legal action arising from or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

Warranty: Purchaser understands Whitlock Brothers is not a manufacturer. The only warranty that is given by Whitlock Brothers is to replace such goods as prove defective in accordance with the actual manufacturer's warranty, if any, or to allow credit for such goods at its option. Whitlock Brothers will not be subject to any other or further liability. If the goods appear defective their use should be discontinued and Whitlock Brothers should be notified promptly in writing, so the matter may be investigated without delay.

All other warranties express or implied, including without limitation any broader warranty of merchantability and/or warranty of fitness, durability, or suitability for a particular purpose are excluded.

MY SIGNATURE BELOW MEANS THAT I HAVE READ AND AGREE THAT THE ABOVE TERMS AND CONDITIONS OF SALE APPLY TO ALL TRANSACTIONS CHARGED TO THIS ACCOUNT.

Company name: _____ (Purchaser)

By: _____ its: _____ on ___/___/20___
Signature Printed name Title

PERSONAL GUARANTY

To induce Whitlock Brothers Inc., to extend credit to the Purchaser named above, the undersigned personally guarantees the payment and performance of all Purchaser's liabilities to, and contracts and dealings with, Whitlock Brothers, Inc., whether pursuant to the above application or otherwise incurred or undertaken. This shall be a continuing guaranty which is unlimited as to time or amount and shall cover all such liabilities incurred, contracts made and dealings undertaken up to such time as Whitlock Brothers, Inc. receives written notice, by certified mail, from the undersigned indicating that personal guaranty for further transactions is terminated.

By: _____, *individually*, on ___/___/20___
Signature Printed name

Address: _____

SSN #: _____-____-_____