

Seller/Lender Company Name:

Address:

Phone Number/Contact Name:

### CREDIT AGREEMENT

Customer Name: \_\_\_\_\_  
 \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ Limited Liability Co. State of Origin: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_  
 Name of Predecessor Businesses: \_\_\_\_\_  
 Person to Contact Regarding Invoices: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Parent Company: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Federal ID#: \_\_\_\_\_ Sales Tax Exempt #: \_\_\_\_\_ (Attach copy of form)

**INFORMATION ON PRINCIPALS** defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

<u>Name</u>	<u>Home Address</u>	<u>Phone</u>	<u>Social Sec. No.</u>	<u>Position</u>

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding? \_\_\_\_\_

Has any judgment ever been entered against any of the companies or principals listed above? \_\_\_\_\_

Are there any legal actions or arbitration pending against any of the companies or principals listed above? \_\_\_\_\_

**CREDIT REFERENCES** (Attach separate schedule if necessary)

*Primary Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

*Other Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Please attach separate financial statement of assets and liabilities.

**TERMS AND CONDITIONS**

1. I/we certify that this information is correct, complete and that we are able to pay within thirty days of each invoice date. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money; it is an agreement by Customer for the benefit of Seller if Seller determines to extend credit. Seller may change credit limits or other credit terms at any time, in its sole discretion. No modifications may be made otherwise to this Agreement, except in a writing signed by Seller. The terms of this Agreement shall have precedence over any conflicting terms any subsequent purchase order or other agreement between Seller and Customer for the sale of goods.

2. **Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1½% per month (or the highest rate allowed by law), both before and after judgment, and further agrees to pay all costs incurred if this account is placed with an attorney for collection, including attorney’s fees in the amount of 33% of the total balance due and all reasonable legal fees incurred by Seller in the event of any other dispute, whether suit is filed or not.** Customer expressly agrees to submit to personal jurisdiction in Virginia and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Fairfax, Virginia. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflicts of laws principles.

3. Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

4. All mechanic’s lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for 90 days thereafter. Customer agrees that Seller retains its mechanic’s lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further understands that Seller has a policy of enforcing mechanic’s lien and payment bonds rights on all projects in the event of payment default and intends that all payments are in exchange for those rights. Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary. Any endorsement or letter with a payment stating that it is “payment in full” or words of similar meaning shall have no effect and shall not be an accord and satisfaction or novation.

5. Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Customer agrees it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit to Seller all such Trust Funds no later than on demand.

6. Seller agrees to replace or, at Seller’s option, repair any defective goods within a reasonable time. Customer’s remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer’s terms and conditions to Seller. Further, Customer’s sole and exclusive remedy and Seller’s limit of liability for any and all loss or damage resulting for breach of warranty, from defective or non-conforming goods or any other cause shall be for the purchase price paid for the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Customer. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR ANY OF THEIR PARENTS OR AFFILIATES, OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE HEREUNDER OR IN CONNECTION HERewith FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, DELAY, EXEMPLARY, PUNITIVE, INCIDENTAL, LIQUIDATED, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFITS, INCOME, USE, OR TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

7. Customer shall make a careful inspection at the time of delivery. Customer’s failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. Seller will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title or capacity: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title or capacity: \_\_\_\_\_  
Date: \_\_\_\_\_