



GLAZE SUPPLY COMPANY INC.

117 WEST CUYLER ST.
DALTON, GA 30722-1443
TEL(706)278-3663 FAX(706)278-7435

361 BROAD ST. SW
CLEVELAND, TN 37311
TEL(423)479-9788 FAX(423)479-9787

1220 MARKET ST.
DAYTON, TN 37321
TEL(423)775-4313 FAX(423)775-4317

CREDIT ACCOUNT APPLICATION

Account Type being Requested: * Individual ** Business/Corp.

Account/Individual Name: _____
Billing Address: _____ City/St/Zip: _____
Shipping Address: _____ City/St/Zip: _____
Phone/Fax/Email: _____

*Individual Accounts

DOB: _____ SS#: _____

**Business/Corp Accounts

Taxable Account Yes No FEI#: _____

Billing Document Delivery Method for Account: Mail Fax Email*

*Email must be provided for documents to be emailed. _____

****If you are tax exempt you MUST provide a state tax exemption certificate!**

Ownership: Name/Address/Phone of Principals:

- 1) _____
- 2) _____

Banking Information:

Bank Name: _____
Bank Address: _____
Bank Officer Name and Phone: _____

Credit References:

* **EXCLUDING** Credit Cards and Banks

Credit Account Organization	Phone & Fax Numbers	Credit Account #

I/WE CERTIFY THAT THE INFORMATION ON THIS FORM IS CORRECT. WE FULLY UNDERSTAND YOUR CREDIT TERMS AS SET FORTH IN THE ATTACHED DOCUMENT AND AGREE TO THE PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT.

Signature: _____ Date: _____
Printed Name of Signature: _____

Signature: _____ Date: _____
Printed Name of Signature: _____

**GLAZE SUPPLY COMPANY, INCORPORATED
APPLICATION FOR CREDIT**

TERMS & CONDITIONS OF SALE

_____, hereinafter referred to as “Company”, to induce Glaze Supply Company, Incorporated, a Georgia corporation (“Glaze”) to consider providing products and services to Company and extending credit terms to Company, hereby agrees for itself, its successors and permitted assigns, that the following terms and conditions shall apply to all sales of products (the “Products”) by Glaze to Company.

1. Company is applying for credit for business purposes. Company authorizes all financial institutions and business entities of which Glaze may from time to time make inquiry to provide to Glaze such financial information as Glaze deems necessary to make credit decisions. Glaze has no obligation to extend credit to Company and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Products ordered, or require cash in advance, in the event Glaze, in its sole discretion finds that Company’s financial condition does not meet Glaze Supply Inc.’s credit criteria.

2. Terms are net 30 from date of invoice unless otherwise set forth in writing by Glaze. If timely payment is not made, the account shall be past due, Company agrees to be responsible for finance charges of 1.5% per month, or the maximum amount allowed by law, on all past due amounts over 30 days. In the event that the Company’s account is given to an attorney for collection, Company agrees to pay any and all attorneys’ fees and costs associated with post-judgment collection and lien preparation and recording fees.

3. Any waiver or non-enforcement by Glaze 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 Glaze shall only be deemed to have given such waiver in writing executed by Glaze providing for such waiver. If any provision of this Agreement is waived by Glaze or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.

4. This Agreement contains the entire agreement and understanding between Glaze and Company with respect to the sale of Products by Glaze to Company (other than payment terms and delivery dates set forth in Glaze invoices), supersedes all prior agreements, commitments, representations, and discussions between Glaze and Company and is not assignable by Company without prior written consent of Glaze. No modification, amendment of or addition to this Agreement will be in binding on unless such modification, amendment or addition is in writing executed by Glaze. Without limiting 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 Company to Glaze and the terms hereof shall control notwithstanding the terms of any such documents and shipments by Glaze The terms hereof shall not be altered or interpreted by reference to any course of dealing between Glaze and Company or industry practice.

6. Company agrees to examine all invoices and statements, promptly upon receipt and to notify Glaze immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Company shall notify Glaze in writing of such failure of delivery, shortage, discrepancy or error within thirty days of Company’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 Company 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.

7. Company shall have (7) calendar days from the date of delivery to reject Products as nonconforming. Such rejection must be in writing received by Glaze within such (7) calendar days, and specify Products rejected and the specific nonconformity asserted. The subject Products must then be received by Glaze within ten (10) calendar days from the initial Glaze delivery. All Products not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Products returned must be accompanied by the original invoice or other proof of purchase by Company. Physical acceptance by Glaze of Products returned by Company shall in no way be deemed to be an agreement by Glaze of any claim by Company of nonconformity. Glaze shall have a reasonable time after receipt of

proper notice of rejection of nonconformity Products or of revocation of acceptance of nonconformity Products to repair or replace the Products or refund the purchase price, with the remedy to be selected by Glaze in its sole discretion. If Company otherwise has an outstanding balance, the refund shall be in the form of a credit to Company's account. Any action by Company instituted against Glaze arising from Products sold must be commenced within on (1) year from the date of delivery of the subject Products.

8. Company is responsible for determining the Products it chooses to purchase and for what purpose those Products will be used and Company will not be relying on the skill or judgment of Glaze to select or furnish Products suitable for any particular purpose. GLAZE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY PRODUCTS. Company agrees that its sole and exclusive remedy against Glaze for defective or nonconforming Products shall be repair or replacement of such Products, or refund of purchase price, with the remedy to be selected by Glaze in its sole discretion. Company hereby waives all other remedies and in no event shall Glaze be liable for any negligence or general, incidental, special, consequential or other damages suffered by Company or any other party for lost profit, sales, labor, injury to person or property or any other loss. Glaze may deliver certain third-party manufactures warranties to Company, but shall have no liability under such warranties.

9. Company agrees that all transactions with Glaze shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions. Company further agrees that exclusive venue for any action pertaining to transactions between the Company and Glaze shall be the Superior Court of Whitfield County, Georgia or the United States District Court for the Northern District of Georgia, Rome Division, as the case may be, and Company hereby waives all personal jurisdiction defenses with respect to said venue.

NAME OF COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

GUARANTY

FOR VALUE RECEIVED and in consideration of selling or continuing to sell goods or render services on an open account basis and/or otherwise arranging for the extension of credit or other financial accommodations to _____ (“Debtor”) by **GLAZE SUPPLY COMPANY, INCORPORATED**, a Georgia corporation (“Creditor”), which sales, services and financial accommodations will be to the direct interest and advantage of _____ (the “undersigned”), the undersigned agrees as follows:

I. CHARACTER OF OBLIGATION.

The undersigned hereby unconditionally guaranty the full timely payment of any and all amounts now due, or which may hereafter become due to Creditor by Debtor for goods sold and/or services rendered on an open account basis and/or credit or financial accommodations otherwise extended by Creditor to Debtor (the “Obligation”). The obligation of the undersigned hereunder is primary and unconditional and shall be enforceable before, concurrently or after any claim or demand is made or suit is filed against Debtor or any guarantor or surety, and before, concurrently or after any proceeding by Creditor against any security, and shall be effective regardless of the solvency or insolvency of Debtor at anytime, the extension or modification of the Obligation by operation of law, or the subsequent reorganization, merger or consolidation of Debtor, or any other change in its composition, nature, personnel or location. The Obligation hereunder may be considered by Creditor either as an agreement of guaranty or as an agreement of surety. Payment of any sum or sums due to Creditor hereunder will be made by the undersigned immediately upon demand by Creditor. To the extent that Creditor receives payment of the Obligation, which payment is thereafter set aside or required to be repaid in whole or in part, then, to the extent of any sum not finally retained by Creditor, the obligation of each of the undersigned hereunder shall remain in full force and effect (or be reinstated). The undersigned agree to pay all reasonable costs of Creditor of collection of any sum or sums due hereunder.

II. CONSENT AND WAIVER.

The undersigned waive notice of acceptance hereof, creation of the Obligation, or nonpayment or default by Debtor under the Obligation or any agreement now or hereafter existing between Debtor and Creditor, presentment, demand, notice of dishonor, protest and any other notices whatever. The undersigned consent to and waive notice of all changes of terms of the Obligation, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the Obligation, renewal, indulgence, settlement, compromise or failure to exercise due diligence in collection, the acceptance or release of security, extension of the time to pay for any period or periods whether or not longer than the original period, or any surrender, substitution or release of any other person directly or indirectly liable for the Obligation or any collateral security given by Debtor. The undersigned also consent to and waive notice of any arrangements or settlements made in or out of court in the event of a receivership, liquidation, readjustment, any proceeding under Title 11 of the United States Code (entitled “Bankruptcy”), as amended, or assignment for the benefit of creditors of Debtor, and anything whatsoever, whether or not herein specified which may be done or waived by or between Creditor and Debtor, or Debtor and any other person whose claim against Debtor has been or shall be assigned or transferred to Creditor. The undersigned agree that if any notification of intended disposition of collateral or any other act by Creditor is required by law and specific time period is not stated therein, such notification, if mailed by first class mail at least five (5) days before such disposition or act, postage prepaid, addressed to the undersigned either at the address shown below or any other address appearing in the records of Creditor or the undersigned, shall be deemed reasonably and properly given. The undersigned waive any and all homestead or exemption rights and hereby transfer, assign and convey to Creditor a sufficient amount of homestead and exemption to pay the Obligation together with costs of collection, attorneys’ fees and legal and court expenses in full. In case of Bankruptcy, each of the undersigned authorizes and directs the trustee to deliver to Creditor a sufficient amount of property or money claimed as exempt paid together with the costs of collection, attorneys’ fees and legal and court expenses in full and the undersigned hereby appoint Creditor or its designee as the undersigned’s attorney in fact to claim any and all homestead and exemptions allowed by the Constitution or the laws of the State of Georgia, the United States or any

other state. Creditor may, without notice of any kind, sell, assign, or transfer any or all of the Obligation and in such event each and every immediate and successive assignee, transferee or holder of the Obligation shall have the right to enforce this guaranty by suit or otherwise for the benefit of assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein named specifically given such rights, powers, and benefits; Creditor shall have an unimpaired right prior and superior to that of any such assignee, transferee or holder to enforce this guaranty for the benefit of Creditor as to such of the Obligation as is not sold, assigned or transferred.

III. CONSTRUCTION.

This Guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this Guaranty shall be interpreted in such a manner as to effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, said provisions shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision the remaining provisions of this Guaranty. The undersigned hereby consent to the Superior Court of Whitfield County Georgia as the exclusive venue for any action arising from this guaranty and hereby waive all personal jurisdiction defenses that may be available to them.

IV. BENEFIT.

This Guaranty shall bind the undersigned, its successors and assigns, and the rights and privileges of Creditor hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Guaranty as of the ___ day of _____, 20__.

Sign: _____

Print Name: _____