



PH: 704-788-2180 FAX:704-784-3206

# CREDIT APPLICATION

Business Name: \_\_\_\_\_

Trade Name: (d/b/a) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_ Plumbing Contactor \_\_\_ General Contractor \_\_\_ Individual

Date Business Started: \_\_\_\_\_ Current Owner Since: \_\_\_\_\_

Type of Ownership: \_\_\_ Individual \_\_\_ Corporation  
\_\_\_ Sole Proprietorship \_\_\_ Limited Liability Company  
\_\_\_ Partnership \_\_\_ Not for Profit

### Names of Principal Owners or Officers:

A. Full Name \_\_\_\_\_ % Owned \_\_\_\_\_ Home Phone: \_\_\_\_\_  
(Title if Corp.)  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security No. \_\_\_\_\_

B. Full Name \_\_\_\_\_ % Owned \_\_\_\_\_ Home Phone: \_\_\_\_\_  
(Title if Corp.)  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security No. \_\_\_\_\_

C. Full Name \_\_\_\_\_ % Owned \_\_\_\_\_ Home Phone: \_\_\_\_\_  
(Title if Corp.)  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security No. \_\_\_\_\_

### Former Employment of Owners

Contact \_\_\_\_\_ Address \_\_\_\_\_ Employed as \_\_\_\_\_ How long \_\_\_\_\_

Are business premises owned by you? \_\_\_\_\_ If leased, Landlord \_\_\_\_\_

### Accounts Payable:

Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**Trade References:      Address      Acct#      Phone      FAX**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERMS AND CONDITIONS

This customer account application ("Application") is made to Ruehlen Supply Company, Inc. , and to their subsidiaries and affiliates (collectively "Ruehlen") for the purpose inducing Ruehlen to extend credit accommodations to the Applicant named below and in according with the following terms.

1. Upon approval of this Application Ruehlen, in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time, without prior notice to Applicant, except as otherwise provided by law,
2. All purchases by Applicant of goods and/or services from Ruehlen will be made in accordance with the terms and conditions of this Application, and any invoices and/or other documents evidencing Applicant's obligations to Ruehlen all of which are incorporated herein by reference.
3. The entire outstanding balance due to Ruehlen on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the account at a rate of 1 %% per month, or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Ruehlen, including reasonable attorneys fees and expenses, should a default in payment or any other obligation of Applicant to Ruehlen occur.
4. If this Application is not fully approved, or if any adverse action is taken with respect to Applicant's credit with Ruehlen, Applicant has the right to request, within 60 days of Ruehlen's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of such request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race color, religion national origin, sex, marital status or age (provided that the applicant has the capacity; to enter into a binding contract); because all or part of the Applicant's-income derived from any public assistance programs; or because the -- Applicant has in good faith exercised any right under the Consumer Credit Protection Act; the federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, DC.
5. This Application and all transactions between the Applicant and Ruehlen shall be governed by and interpreted in accordance with the laws and decisions of the State of North Carolina, without regard to any conflicts of laws problems thereof (the "Applicable State").
6. Applicant and Ruehlen irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state and federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to, or in connection with Applicant's obligations to Ruehlen or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in such court.
7. If Applicant ceases doing business with Ruehlen for any reason, Applicant will immediately purchase from Ruehlen all remaining proprietary and/or special order items in Ruehlen's inventory.
8. Applicant expressly agrees that Ruehlen shall not be responsible for any product nonconformity as to quantity, quality or price unless noted on the original delivery receipt at the time of delivery, or unless Ruehlen is notified, in writing, of any such nonconformity within three (3) days of delivery, by certified mail, return receipt requested.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order to other form of Applicant will apply to sales by Ruehlen to Applicant.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon Ruehlen, nor shall Ruehlen incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that such information is being furnished to Ruehlen for the purpose of inducing Ruehlen to extend credit to Applicant, and understands that Ruehlen intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Ruehlen from time to time, all of which are incorporated herein by reference, and to advise Ruehlen of any material changes in the information provided herein, including, but not limited to changes of ownership, address or telephone number. Applicant understands that Ruehlen will retain this Application whether or not it is approved. Applicant hereby authorizes Ruehlen to check Applicant's and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this Application)for customary credit information, to examine the information contained on this Application, including, but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with Ruehlen.

APPLICANT:

\_\_\_\_\_  
(Full Firm Name)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature and Date)

INDIVIDUAL PERSONAL GUARANTY

The undersigned ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guarantees the payment by Applicant to Ruehlen Supply Company, Inc.; and all subsidiaries and affiliates (collectively "Ruehlen") of all amounts due and owing, now, and from time to time hereafter from Applicant to Ruehlen (the "liabilities"). Guarantor expressly waives notice from Ruehlen of its acceptance and reliance on this Guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time, of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Ruehlen shall be available hereunder to Guarantor against Ruehlen. In the event of a default by Applicant on its obligations to Ruehlen, Ruehlen may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefit of having such Rights; and (iii) in further consideration of Ruehlen extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all costs fees and expenses, including reasonable attorney's fees, which may be incurred by Ruehlen in enforcing this. Guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1 %) percent per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Ruehlen by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor, and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Ruehlen, its successors, assigns, affiliates and shareholders, and may be assigned by Ruehlen without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws of the State of North Carolina without regard to any conflicts of laws provisions. Guarantor and Ruehlen irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located within the State of North Carolina with regard to any action or proceeding arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral security therefore. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such Courts. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

(USE OF A CORPORATE TITLE SHALL, IN NO WAY, LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTY SIGNATURE)