

# HENLEY SUPPLY INC. AND SUBSIDIARIES

P.O. BOX 306, DECHERD, TN 37324

LOCAL: 931-967-5596

IN STATE: 1-800-824-5596 OUT STATE 1-800-251-8505

FAX: 931-967-0922

## CREDIT APPLICATION AND PURCHASE AGREEMENT

ALL BLANKS MUST BE COMPLETED			
A C C O U N T	CUSTOMER NAME:		HOME PHONE#:
	ADDRESS		BUSINESS PHONE#: MOBILE PHONE#:
			YEARS AT ADDRESS:
	CORPORATION ( )	PARTNERSHIP ( )	INDIVIDUAL ( )
B A N K S	BANK NAME/BRANCH	ACCOUNT TYPE#	CONTACT
R E F E R E N C E S	COMPANY NAME	ADDRESS	PHONE#
B U S I N E S S  A C C O U N T	TYPE OF BUSINESS:		DATE STARTED:
			FEV#:
	DATE INCORPORATED:		WHAT STATE:
			STATE CONTRACT LIC#:
	SALES TAX EXEMPT#:		CERTIFICATE ATTACHED: YES ( ) NO ( )
	LIST ALL PRINCIPAL OWNERS/OFFICERS/PARTNERS:		
	NAME/TITLE	ADDRESS	SSN#
			PHONE#
	HAS THE CUSTOMER OR ANY ABOVE CITED PARTNER OR OFFICERS EVER BEEN SUED OR FILED BANKRUPTCY?		
	WHO?	WHEN?	WHERE?
	EXPLAIN:		
J O B  S I T E	(ADDRESS, S/D, LOT, BLOCK, JOB NAME, COUNTY)		BEEPER#
	JOB SITE:		
	PROPERTY OWNER:	BANK WITH SECURITY DEED:	
	CONSTRUCTION LOAN AMOUNT:	BANK, OFFICER, PHONE#:	
	WHAT TYPE JOB?	MORE THAN ONE JOB?	LIMIT REQUIRED:
I N D I V I D U A L	FORMER ADDRESS:		
	OCCUPATION/SALARY	EMPLOYER/HOW LONG?	
	SELF EMPLOYED:	HOME BUILDER ( )	REPAIR/REMODERLER ( )
		OTHER:	
	SPOUSE'S NAME	OCCUPATION/EMPLOYER/SALARY:	
	EXPECTED AVERAGE MONTHLY BALANCE:		

THE UNDERSIGNED HEREBY SWEARS THAT THE FOREGOING FACTS ARE TRUE AND CORRECT, BY SIGNING BELOW, ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE HEREBY ACCEPTED.

CUSTOMERS SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PERSONAL GUARANTY ON REVERSE SIDE MUST BE SIGNED.

APPROVAL OF CREDIT APPLICATION AND ACCEPTANCE OF THIS AGREEMENT IS EVIDENCED BY SIGNATURE OF AUTHORIZED AGENT OF HENLEY SUPPLY, INC. HEREIN BELOW.

HENLEY SUPPLY, INC.

BY \_\_\_\_\_ TITLE \_\_\_\_\_

1. In consideration of the extension of credit by Henley Supply, Inc. or its subsidiaries (both hereinafter referred to as "Seller", the Customer/Guarantor hereby agrees that the terms and conditions of all sales are as follows: Each month's ending balance is to be paid in full by the 10th of the following month. Any balance still owed on the 11th of the month is subject to finance charges and interest at the maximum rate allowed by the state law in which this agreement is entered into.
2. In the event of your default of any of the terms and conditions of this agreement and if any collection actions must be undertaken to collect any amount, including filing suit, Customer/Guarantor agrees to pay Seller's reasonable attorney fees and costs including attorney fees for appeal, as may be permitted by law. In the event of default, your account will be debited \$500.00 for advance legal fees in the event legal action is necessary for collection.
3. Customer/Guarantor and Seller hereby agree that for the purpose of enforcing any legal right by action or complaint the jurisdiction and venue for said action or complaint shall be at the discretion of Seller. Customer/Guarantor hereby expressly waive their legal right to demand that jurisdiction or venue be in any other county or forum.
4. Customer/Guarantor agrees to examine all invoices and statements promptly upon receipt and to notify Seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be conclusively presumed correct unless he or it shall notify Seller in writing of such failure of delivery, shortage, discrepancy or error within (30) days of his or its receipt of such invoice or statement, which shall be conclusively presumed to have been received on or before the tenth (10th) day of the month succeeding purchase.
5. Deliveries are herewith authorized to be made without signature. Customer/Guarantor agrees to examine shipment and agrees to notify Seller promptly of any errors in shipment and of any defective material supplied. Use of material by the Customer/Guarantor shall constitute a waiver of any warranty claim, error in shipment, or defect in material which might have been determined by a prompt and diligent inspection thereof.
6. Seller retains a security interest in all building materials until such shall lose its character as personal property, and Customer/Guarantor grants Seller permission, upon Customer/Guarantor's default, to enter all premises over which Customer/Guarantor may have control at any time or in any manner to reclaim possession of such material.
7. Customer/Guarantor will furnish the exact location according to deed, subdivision plat, etc. where material is to be used.
8. Customer/Guarantor will provide Seller an expected date of completion of each job. Upon completion of each job, Customer/Guarantor will immediately advise Seller of said completion and immediately provide Seller with a notice of completion simultaneously with the filing of said completion.
9. Customer/Guarantor will give complete name and address of Customer/Guarantor and amount of material required as well as the identity of the construction and permanent loan carrier.
10. The Customer/Guarantor hereby authorizes any commercial bank, institute, or state or federal government agency to release any financial information about Customer/Guarantor upon service of a copy of this release in the same manner as if the copy were an original.
11. To qualify for tax exempt status, the Customer/Guarantor understands he must attach a copy of his Sales and Use Tax Certificate of Exemption to his application.
12. The Customer/Guarantor hereby states that as of this date he/it is financially solvent, is paying his current obligations, and has not contacted any person regarding possible bankruptcy within the proceeding six months. Customer/Guarantor understands that this statement of financial solvency is for the purpose of inducing Seller to extend credit or allow purchase of material.
13. This contract may be terminated by Seller at any time and without cause or notice. Upon such termination, Customer/Guarantor agrees to pay the remaining balance of their indebtedness within ten days of the date of termination.
14. Seller reserves the right to change the terms or assign this contract at any time without notice.
15. If any part of this contract is found to be invalid or unenforceable, the remaining provisions of this contract shall remain effective, absent such provision.
16. If Seller fails to enforce any provision of this contract, it shall not be deemed to waive such provision and is not prevented from enforcing such provision thereafter.
17. This contract is binding on all persons or entities which may succeed to the rights of Customer/Guarantor or Seller, including, but not limited to heirs, executors and purchasers, as applicable.
18. This contract represents the entire agreement between the parties. Seller has made no representations other than what is contained in this contract.
19. This contract shall be construed under the law of the state of Tennessee.
20. Seller warrants all building materials sold to meet the industry standards therefor, but Seller disclaims all implied warranties merchantability or of fitness for a particular purpose. Seller and Customer/Guarantor hereby adopt the warranty set out in the invoice in lieu of any and all other warranties expressed or implied.

**PERSONAL GUARANTY**

Should Customer be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent or otherwise, agree that by execution hereof on behalf of the principal, he or they is/are personally liable, jointly and severally with the principal, as Guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. The terms and conditions hereof and the guaranty herein given shall continue in full force and effect until such time as Seller shall receive from indebtedness or liability incurred prior to the actual receipt by Seller of such notice of revocation. It is also agreed that all sales, whether invoiced to the Customer in his or its individual, corporate or partnership name or in any trade name or in the name of ant subsidiary or in the name of an officer or agent, shall nevertheless be an indebtedness of the undersigned.

GUARANTOR(S):

	Date: _____	Address: _____	Social Security # _____
	Date: _____	Address: _____	Social Security # _____
	Date: _____	Address: _____	Social Security # _____