

J.H. WRIGHT & ASSOCIATES, INC.
 27395 Pollard Road – PO Box 1085
 Daphne, AL 36526
 (251) 621-1491 – Fax (251) 621-8111



J.H. WRIGHT & ASSOCIATES, INC.
 PO Box 397
 Cullman, AL 35056
 (256) 734-7948 – Fax (256) 734-9558

CREDIT APPLICATION

Company name:		
Phone:	Fax:	E-mail:
Billing Address:		
City:	State:	ZIP Code:
Shipping Address:		
City:	State:	ZIP Code:
Date Established:	Federal ID:	Company URL:

Sole proprietorship: Partnership: Corporation: Sales Tax Applicable Yes (attach certificate) No

OWNERS/OFFICERS

Name:	Title:	E-mail:
Name:	Title:	E-mail:
Name:	Title:	E-mail:
A/P Contact:	E-mail:	

TRADE REFERENCE

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

TRADE REFERENCE

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

TRADE REFERENCE

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

BANK REFERENCE

BANK NAME:		TYPE OF ACCOUNT:	
ADDRESS:		CITY:	STATE:
ACCOUNT #:	CONTACT:	PHONE:	

AGREEMENT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to authorizes the use of a consumer credit report on the under-signed by the above named business credit grantor, from time to time as may be needed, in the credit evaluation.

AUTHORIZED SIGNATURE

Owner/Officer _____ Title _____ Date _____ Rev 10/21/12

J.H. WRIGHT & ASSOCIATES, INC.

AGREEMENT/PERSONAL GUARANTY

The undersigned furnishes the foregoing information for the purpose of obtaining credit. We authorize you to investigate our credit record and report to proper persons and bureaus, our performance of the AGREEMENT.

In consideration of J.H. Wright & Associates, Inc. selling merchandise and service to the undersigned on credit and an open account basis, the undersigned agrees to the following Terms and Conditions regarding all purchases made by us or on our behalf.

1. If payment for the full amount of all purchases is not made within thirty (30) days from the date of each invoice, a Finance Charge of 1-1/2% per month (annual percentage rate of 18%) will be added to the past due balance.
2. In the event that it becomes necessary to place this account in the hands of an attorney and/or collection agency for collection and/or suit; the undersigned agrees to pay an additional 25% of the balance due to cover the cost of collection, plus attorney's fees.
3. J.H. WRIGHT & ASSOCIATES, INC. reserves the right to place any account on a (COD) Cash on Delivery basis at any time.
4. J.H. WRIGHT & ASSOCIATES, INC. reserves the right to discontinue any discounts given if payment is not made within the Terms and Conditions of this contract.
5. J.H. Wright & Associates, Inc. Standard Terms and Conditions, copy of which is attached, are agreed to be considered as an integral part of any purchase contract between both parties.

In consideration of credit granted and to be granted to the above named customer, the undersigned does hereby personally guarantee payment of all amounts advanced by J.H. WRIGHT & ASSOCIATES, INC. to the above customer. The undersigned also agrees to pay to J.H. WRIGHT & ASSOCIATES, INC. an additional 25% of any balance due to cover cost of collection, plus attorney's fees if this account is placed in the hands of an attorney and/or collection agency. This is a continuous guaranty and shall remain in full force until the undersigned delivers to J.H. WRIGHT & ASSOCIATES, INC. written notice revoking it as to indebtedness incurred subsequent to such delivery.

BUSINESS NAME: _____

ADDRESS: _____

(City)

(State)

(Zip Code)

ACCEPTED BY: _____ DATE: ____/____/____

(Guarantor's Signature)

For J.H. Wright & Associates, Inc. Use Only:

CREDIT APPROVED BY: _____ TERMS: _____

LIMIT: _____

**EXCLUSION OF WARRANTIES AND STANDARD TERMS & CONDITIONS OF SALE AND
QUOTATIONS IMPOSED BY J.H. WRIGHT & ASSOCIATES (“SELLER”)**

QUOTATIONS:

A. This offer to sell is expressly conditioned on Purchaser's acceptance of all the terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction, whether such documents are exchanged simultaneously with this offer, prior to, or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein. Seller shall not be deemed to have accepted any terms or conditions contained in any request for quotation, purchase order, or other document furnished by Purchaser in connection with this offer which are additional to or different from the terms and conditions contained herein. Any contract formed as a result of an exchange of documents between Seller and Purchaser shall consist solely of all the terms and conditions in this document and shall not consist of any other terms or conditions, and any such contract shall be governed by law of the State of Alabama.

B. All quotations by Seller are void 30 days after issuance unless otherwise stated. Stenographic and clerical errors in Seller's quotation are subject to correction.

C. All quotations by Seller are subject to acceptance by the manufacturer of the equipment involved and credit approval by both Seller and the manufacturer.

SALES:

A. Seller shall have, and the Purchaser hereby grants, a security interest and lien on all goods sold by Seller to Purchaser as security for payment of the invoice price and upon request. Purchaser shall provide an executed financing statement showing such security interest and lien. Seller shall have all rights under the Alabama Uniform Commercial Code.

B. Unless otherwise stated, payment terms are net 30 days from shipment. Overdue invoices shall be subject to 1½% per month service charge. 1½% per month (18% annually) or, alternatively, at the maximum commercial rate allowable under governing state law at the time the charges are incurred. All costs of Seller, including but not limited to all court costs and attorney fees, resulting from collection efforts will be added to the invoice total.

C. All sales, use or excise taxes are excluded from Seller's quoted prices and are to be paid by the Purchaser. Seller is authorized to collect sales taxes only in the States of Alabama, Florida, Mississippi, and Louisiana and Purchaser shall provide if applicable, acceptable certification that it is exempt from such taxes, and in all other jurisdictions, Purchaser shall reimburse the proper tax authorities.

D. Upon acceptance by Purchaser, orders cannot be cancelled without the written consent of Seller and then only upon the payment of reasonable and proper cancellation charges (which shall be based upon Seller's costs incurred and lost profits).

LIMITS ON LIABILITY:

A. SELLER, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, MAKES NO EXPRESS OR IMPLIES WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR ANY REPRESENTATIO WITH RESPECT TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. Any warranties on the equipment quoted herein are provided by the manufacturer of the equipment. In general, industrial equipment manufacturers give the following warranties:

1) The equipment is free from defects in material and workmanship for one year from placement in service or eighteen months from shipment.

2) Liability is limited to the cost of defective parts replaced during regular business hours at the manufacturer's facility – no freight charges, incidental damage, loss of profits, or other incidental damage, loss of profits, or other incidental or contingent costs and damages are included and in no event is liability to exceed the cost of the equipment involved.

3) No warranties are made as to fitness for a particular service, merchantability, or corrosion or erosion resistance of any material. No warranties apply to abused or neglected equipment.

4) The Buyer hereby acknowledges and agrees, though free from defects in material and workmanship at the time of shipment, that the useful life of goods sold by Seller will vary depending upon the Buyer's frequency of use, application and other factors, with regard to such goods. In that respect, notwithstanding any other provision to the contrary, the Seller specifically does not warrant the useful life of any product

BECAUSE SPECIFIC MANUFACTURER'S WARRANTIES MAY VARY, IT IS THE RESPONSIBILITY OF THE PURCHASER TO VERIFY THE APPLICABLE WARRANTY FOR SPECIFIC EQUIPMENT; on request, Seller will provide the Purchaser with the specific warranties of the manufacturer of the equipment.

DELIVERY OF MATERIALS:

A. Quoted shipment times are approximate, and while Seller will make every effort to have shipment made within the quoted time, Seller cannot be responsible for failure of its suppliers to perform or for acts or events beyond Seller's control. In no event shall Seller's quoted shipment dates be construed as falling within the meaning of "time is of the essence," and Seller shall not be liable for any incidental damage, loss of profits, or their consequential damages as a result of delay in shipment or for any other reason.

B. If materials are to be delivered by Seller, the delivery site must be accessible and traversable by Seller's delivery truck. Accessibility shall be determined solely by Seller's delivery driver. In the event that the delivery site is inaccessible or untraversable, Buyer agrees to furnish, at its own costs, all work, labor and/or equipment necessary to have the materials delivered to the delivery site. In the event delivery is demanded over the driver's objection, Buyer agrees to pay all costs incurred in the removal of said delivery vehicle from the delivery site.

C. It is Buyer's responsibility to unload materials at the delivery site. If Seller's delivery driver assists Buyer, Buyer agrees that such employee is acting solely at the instruction of the buyer and buyer agrees to hold Seller harmless and indemnify Seller for any and all damage and liabilities incurred as a result of such use and control of Seller's personnel.

D. Buyer hereby authorizes Seller to deliver materials to the delivery site and agrees to have an agent present to accept delivery of the materials. Buyer hereby authorizes anyone present at the delivery site to accept delivery of the materials. However, in the event that no agent is present and unless otherwise agreed in writing, Buyer authorizes Seller to leave the materials and delivery ticket at the delivery site even when no one is present at the delivery site. Buyer agrees that upon delivery of the materials as provided to herein, the materials become the sole responsibility of the Buyer and all risks of loss and liability transfer to Buyer.

(continued on page 2)

_____ Initials	_____ Date
-------------------	---------------

E. Buyer agrees to inspect the materials immediately upon delivery to the delivery site and prior to using or incorporating the materials into any project. Notice of rejection of materials and/or of any alleged nonconformity of defect (collectively "nonconformity") of the materials must be made in writing and delivered to Seller within 24 hours of delivery of the materials. Such notice must state the basis of the rejection and/or any alleged nonconformity of the materials, and also must describe with particularity and portion of the shipment that is alleged to be nonconforming and/or is being rejected. Seller shall have the right to make an on-site inspection of any such materials. Unless Buyer timely gives such notice, Buyer will be deemed to have accepted the materials and agreed that they are without any nonconformity.

INTEGRATION AND MODIFICATION:

A. The terms of this CREDIT AGREEMENT are intended by the parties as the final expression of their agreement with respect to its terms and the CREDIT AGREEMENT is intended to be a complete and exclusive statement of its terms.

B. This CREDIT AGREEMENT may be modified or rescinded only by a writing signed by both of parties or their duly authorized agents.

C. In the event the terms as stated herein differ in whole or in part from those on an invoice or purchase order, then the parties agree the terms herein shall control.

D. Buyer's addition to or variance of the terms herein shall be deemed a counteroffer and of no effect unless accepted and initialed by Seller in writing.

ASSIGNMENT:

No rights of Buyer hereunder or arising out of any sale may be assigned without the express written consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees that no assignment of rights will release Buyer from its obligations under the CREDIT AGREEMENT, unless such a release is expressly stated in Seller's written consent.

CHOICE OF LAW AND VENUE:

The parties agree that the law of the State of Alabama shall govern all disputes arising out of this CREDIT AGREEMENT or any order pursuant thereto except to the extent that Seller's lien rights are governed by other law. The parties mutually agree that any litigation necessary to enforce a party's rights under and pursuant to this CREDIT AGREEMENT may be instituted only in the Circuit Court or District Court of Baldwin County, Alabama or in the United States Federal District Court for the Southern District of Alabama located in Mobile, Alabama, both of which are acknowledged to be the principal place of business of J.H. Wright and Associates and the location where this agreement is consummated and executed. The customer specifically waives and relinquishes any claim to an alternative venue or forum and specifically waives and disclaims any right to challenge the venue or jurisdiction of the aforesaid courts to hear and determine any dispute by and between the parties.

ELECTRONIC DATA EXCHANGE:

The parties may execute a Order Acknowledgement by transmitting and receiving the data contained in the Order Acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such Order Acknowledgement, the parties further agree that the data transmitted herein will be considered "in writing" and to have been "signed." The parties agree not to contest the validity or enforceability of an Order Acknowledgement because of the electronic origination, transmission, storage or handling of such Order Acknowledgement. Any computer printout of the data contained in the Order Acknowledgement will be considered an "original when maintained in the ordinary course of business and will be admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. The parties agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in a Order Acknowledgement is authorized and to protect its business records and data from improper sources.

I have read and fully understand the above terms and conditions.

Signature

Date