



Triangle Materials, Inc.

Complete Acoustical and Drywall Supply

150 Triangle Trade Dr. Cary, NC 27513 Phone (919) 469-2222 Fax (919) 469-9749

SALES REP: _____ **COMMERCIAL CREDIT APPLICATION** DATE: _____

COMPANY INFORMATION

Company and/or Customer Name: _____

Physical Address: _____

Billing Address: _____

Office Phone#: _____ Fax #: _____ Mobile #: _____

Email Address: _____ Website Address: _____

Legal Status: Corporation Individual LLC LLP Partnership Proprietorship

Federal Tax ID#: _____ Date Business Started: _____ Incorporation Date: _____

Licensed General Contractor: Yes No License #: _____ State: _____

Has the corporation, any of the principals of the business or their spouses, ever filed for Bankruptcy? Yes No

If so: Under what name: _____ When: _____ In What Court: _____

Are Purchase Orders Required? Yes No Please list all individuals authorized to make purchases on this account: _____

Is this business sales tax exempt? Yes No If yes, please provide us with a copy of your tax exempt form.

COMPANY PRINCIPAL(S)

Owner/Principal Name: _____

Owner/Principal Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

City, State & Zip: _____

City, State & Zip: _____

Home Telephone: _____

Home Telephone: _____

Mobile Phone: _____

Mobile Phone: _____

Social Security #: _____

Social Security #: _____

SUPPLIER REFERENCES

Company Name	City/State	Account #	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

TERMS AND CONDITIONS OF PAYMENT

In consideration of and as inducement to the extension of credit by "Company Name" ("Seller"), and any affiliated or related companies and/or assigns, Customer/Company ("Customer") hereby agrees to the following terms and conditions of payment:

- Seller will invoice Customer for all materials, supplies and equipment provided with payment in full for all such invoices **due by the 25th** of the month following the date of delivery of the materials and equipment covered by the invoice.



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2. A monthly service charge of 1½% percent per month (18% APR) will be added to and thereafter accrue upon the unpaid balance of all invoices that are thirty (30) days past due. In conformity with N.C. Gen. Stat. Sec. 24-5, the aforementioned rate applies after judgment.
3. If Customer fails to make payment in full on any invoice when due, Seller may at its option exercise any one or more of the following rights: (i) refuse to accept additional orders from Customer; (ii) cancel the unfulfilled portion of any orders placed by Customer; (iii) and declare immediately due and payable all outstanding balances whether such balance would be due and payable under the provisions of paragraph one (above).
4. Customer agrees to indemnify and hold harmless, and to pay the Seller's attorneys' fees, and all costs to Seller from any claims arising out of any sale to Customer.
5. **SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE GOODS SOLD PURSUANT TO THIS AGREEMENT. MANUFACTURERS' WARRANTIES MAY APPLY.** If goods sold pursuant to this agreement are defective, the Customer's recourse is limited to either replacement of the defective goods or a refund of the purchase price if a replacement is not available. The buyer is not entitled to recover any incidental, consequential or liquidated damages arising out of any defective goods.
6. Customer agrees to provide Seller with prior written notice of any change in the business structure (e.g. incorporation), or change in ownership. Such notice shall be mailed by certified mail, return receipt requested, to Seller. Without such notice, the original principals to whom credit was extended shall remain liable under the terms of this credit application.
7. Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. I/we agree as evidenced by our signature below that commencement of any action shall be brought in the county and/or venue of Seller's choosing unless otherwise required by law.
8. I/we warrant that the information contained in this credit application is true to the best of his/her/our knowledge. Customer hereby represents that none of the credit extended is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes. The applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Seller shall be binding and have the same force and effect as the signed original. I/we agree to be bound by this agreement for any orders of goods transmitted by electronic means to Seller.
9. The undersigned by his/her signature does represent that he/she has authority to sign and bind the business entity to these terms.

The undersigned (Principals and Guarantors) authorize(s) and instruct(s) Seller to obtain a consumer credit report for each and every signer for the purpose of evaluation of their creditworthiness in connection with this Application.

Principal(s) Print and Sign Below: Company and/or Customer Name: _____

Name: _____ Signature: **X** _____ (Seal) Title: _____

Name: _____ Signature: **X** _____ (Seal) Title: _____

Unconditional Personal Guaranty

In consideration of the Seller to extend credit to Customer, I/We hereby guarantee the payment of account due or to become due by said Customer, including any and all terms of the Credit Application, including but not limited to costs, interest, and reasonable attorney's fees, for any now existing balance and for sales hereafter incurred. This guarantee shall remain in full force and effect until revoked in writing delivered to Seller by certified mail-return receipt. Revocation of this guarantee does not relieve obligation to pay balances owed whether past due or current and whether or not demand for same has been made. Customer agrees to notify Seller in writing via certified mail, return receipt requested, within seven days upon the change of any information given in this guaranty. This guaranty is a joint and several obligation on the part of the undersigned.

Guarantor: **X** _____ (Seal) Date: _____ Witness: _____

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Statement & Invoice Receipt Preference

Please complete the section below indicating your preferred method of receiving invoices and statements, and return this form with your credit application.

Our company would like to receive our invoices and statements:

Via: E-Mail

USPS Mail

Fax

Company Name: _____

Accounts Payable Contact: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Form completed by: _____ Date: _____

Please note that credit cards are not an accepted form of payment on account