

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_ Fax: \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ **Billing E mail Address:** \_\_\_\_\_

Sales Tax #: \_\_\_\_\_ for State of \_\_\_\_\_ Contractors License No: \_\_\_\_\_

Credit Limit Requested: \_\_\_\_\_ PO Required: \_\_\_\_\_ Salesman Requested: \_\_\_\_\_

**FINANCIAL INFORMATION: Please attach a current balance sheet and profit and loss statement to this credit application.**

<u>Name of Trade Reference</u>	<u>Complete Address Including Zip Code</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INFORMATION ON PRINCIPALS OF BUSINESS**

<u>Name of Principals</u>	<u>Home Address</u>	<u>Social Security #</u>	<u>Home Phone #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In consideration of the extension for credit for merchandise sold, by you, the undersigned makes each of the agreements, and agrees to abide by each of the terms, conditions, and requirements, hereinafter set forth. I, hereby, certify that the above information is true to the best of my knowledge, and grant Nicholas Consolidated, Inc. permission to investigate and solicit information regarding the above named applicant and/or its officers, partners or owners. **Customer acknowledges that the terms and conditions set forth on page two of this application for credit are an integral and essential part of the parties' agreement.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY (MUST BE SIGNED FOR CONSIDERATION OF CREDIT)**

In consideration of extensions of credit for merchandise sold and delivered to the above named applicant (hereinafter referred to as customer) by Nicholas Consolidated, Inc. (hereinafter referred to as seller), and as an inducement to make such sales and deliveries, the undersigned, jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereafter may be, owing to seller by said customer, on account of such sales and deliveries, in accordance with the terms, conditions, and agreements contained in this application, together with such costs and expenses, including reasonable attorney's fees, as may be incurred by seller in the enforcement of this guaranty, whether or not suite is commenced. The undersigned hereby waive notice of acceptance hereof, amount of sales and deliveries, terms of credit, date of shipment or delivery, extensions of time payment and/or default in payment, and further waive legal proceedings by seller against said customer. This is intended to be and is a continuing guaranty, and shall not be revoked except by written notice to seller not to make any further sales and deliveries on the security of this guaranty, and until the expiration of five (5) days after such notice shall have been received by seller by registered mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time. **All terms and conditions of this application for credit are incorporated in this guaranty.**

Self: \_\_\_\_\_ Self: \_\_\_\_\_

\*Spouse: \_\_\_\_\_ \*Spouse: \_\_\_\_\_

**\*If married, spouse must sign.**

## AGREEMENTS, TERMS AND CONDITIONS

Nicholas Consolidated, Inc. shall hereinafter be referred to as seller, and the applicant, above named, shall be referred to as customer.

All sums owing to seller by customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by seller and customer, or on seller's invoice. In the absence of such expressed terms and conditions, all sums shall be due and payable within ten (10) days after the end of the calendar month in which any advance is made by seller to customer. All sums shall bear service charges from the due date at the rate of 1½ % per month or 18% per annum until paid in full. In the event seller takes legal action with attorney/law firm to collect any sums from customer, the customer shall pay for all costs and expenses incurred by seller in connection therewith, including reasonable attorney's fees, whether or not suit is commenced. In the event seller hires a collection agent/agency to collect any sums from customer, customer agrees to pay all collection costs of no less than twenty-five percent (25%) of the total balance due or \$750.00, whichever is greater. Any legal action against customer to enforce the terms of this agreement or any other right of legal action which seller may have against customer shall be in Maricopa County, Arizona.

Customer shall furnish to seller, from time to time, promptly upon request, complete financial statements pertaining to customer's operations and financial condition and all other information and documents that seller may reasonably request. Any and all quotations, certificates, invoices, and other documents signed on behalf of customer by any employee of customer shall be deemed to have been executed on behalf of customer with full authority.

Seller has the right to file pre lien and/or other lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a waiver by seller of any lien rights or any other rights which it may now have, or hereafter acquire, by law.

**Seller makes no warranties of merchantability and fitness with respect to any goods sold to customer, and there are not warranties which extend beyond the description of our invoices evidencing purchases by you.** Any warranties arising from our sale of goods to you are provided solely by the manufacturer of those goods. The terms of any warranties will be furnished upon request. If the goods are damaged or defective and the manufacturer acknowledges responsibility under its warranty, seller may, but shall not be required to, replace the damaged or defective goods from seller's inventory, if available, or allow the purchaser a credit for the amount of purchase price of such goods.

**CONDITIONS OF RETURN MATERIAL:** material must be returned within thirty days after shipping date. Material is subject to our inspection. If the condition of the material does not warrant it, credit may not be allowed. Customer agrees to pay all expenses in connection with the returned merchandise, including freight and restocking charges.

Any dispute regarding billing, pricing, charges or materials must be submitted in writing by customer to seller within 30 days of invoice date, or said dispute shall be waived by customer.

this instrument contains the entire agreement of the parties, and no waiver or modification hereof shall be valid unless expressed in writing and executed by the parties.