



1598 N. Highway 16, Denver, NC 28037
866-610-3596

CREDIT APPLICATION
Please return via fax to: 866-610-3574

FIRM NAME: _____ TELEPHONE _____
ADDRESS: _____ FAX _____
CITY: _____ STATE: _____ ZIP: _____

REQUEST:

AMOUNT OF CREDIT REQUESTED: _____
RESPONSIBLE PARTY FOR PAYMENT: _____ DIRECT PHONE: _____
POSITION IN THE COMPANY: _____

TYPE OF ENTITY:

- CORPORATION (if you are using a fictitious business name, please include documentation.)
- LIMITED LIABILITY COMPANY RESALE #: _____
- LIMITED PARTNERSHIP FEDERAL TAX I.D. #: _____
- PARTNERSHIP DUNS #: _____
- SOLE PROPRIETORSHIP BUSINESS START DATE: _____

OWNERSHIP

Name of owner: _____ Home Telephone #: _____
Home Address: _____ City: _____ State: _____ Zip: _____

Name of owner: _____ Home Telephone #: _____
Home Address: _____ City: _____ State: _____ Zip: _____

BANK REFERENCES

Name: _____ Account #: _____ Telephone #: _____ Contact Person: _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Account #: _____ Telephone #: _____ Contact Person: _____
Address: _____ City: _____ State: _____ Zip: _____

(Please list all and any other banks your company uses for business.)

TRADE REFERENCES: (please list three (3) minimum)

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip: _____

BUSINESS LANDORD:

Name: _____ Contact Person: _____ Telephone #: _____
Address: _____ City: _____ State: _____ Zip: _____
Lease or Rent Amount per month: _____

ENTITY:

1. **Corporation:** Please provide a copy the articles of incorporation and including which state you are incorporated in.
2. **Limited Liability Company:** Please provide a copy from secretary of state of Organization papers.
3. **Limited Partnership, Partnership or Sole Proprietor:** Please provide a copy of your fictitious name registration.
4. **All:** Please provide a copy of your business license if the city you do business in if it requires a business license.

PERSONAL GUARANTEE

The within guarantee is made for the benefit of, and to obtain credit on a continuing basis from **SPILL SOURCE** The undersigned hereby guarantees the performance of all obligations of _____, including but not limited to payment of all present and future indebtedness to **SPILL SOURCE**, whether secured or unsecured and regardless of how the indebtedness is represented or incurred and regardless of prior notice, demand or pursuit of remedies against the party primarily liable. The undersigned consents to any extension or alteration of any obligation and guarantees such with out prior notice. This guarantee shall continue in effect until the undersigned has notified **SPILL SOURCE** in writing via certified mail of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising thereunder prior to receipt of such written notice.

The undersigned hereby authorizes **SPILL SOURCE** or its agent to investigate his/her credit and authorizes any bank, mortgage lender or landlord, credit reference or any other party to release information to **SPILL SOURCE** or its agent, and hold harmless for said disclosure. The undersigned grants a security interest in all goods sold, and agrees to pay reasonable attorney’s fees and cost of collection and interest at the maximum legal rate in the event of any default under this obligation.

SPILL SOURCE, LLC’S SOLE AND EXCLUSIVE WARRANTY WITH REGARD TO ANY MATERIAL SPILL SOURCE, LLC SELLS IS THAT THE MATERIAL IS THE GRADE AND SIZE SPECIFIED BY THE INVOICE SPILL SOURCE, LLC ISSUED WITH REGARD TO THE PURCHASE OF SUCH MATERIAL BY PURCHASER. SPILL SOURCE, LLC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Name: _____ Social Security # _____

Signature: _____ Date: _____

Title: _____

Purchaser's sole and exclusive remedy against SPILL SOURCE for breach of its limited warranty is that SPILL SOURCE shall, following receipt of notice from Purchaser, replace any nonconforming material with material of the grade and size specified by SPILL SOURCE invoice issued to Purchaser. Purchaser agrees that no other remedy (including but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Purchaser for any breach of warranty claim.

Any payment not made within 30 days from the date of invoice shall be deemed past due. A finance charge of 1 ½% per month or the highest rate permitted by law, whichever is less, may be assessed at SPILL SOURCE, sole discretion on all past due accounts.

The terms of SPILL SOURCE, invoices shall be governed by and construed in accordance with the laws of the State of Florida.