

Youngsville Branch 100 Ag Drive Youngsville, NC 27596 919-562-0123 919-562-1806 fax <u>Fuquay Varina Branch</u> 30 Jarco Drive Fuquay-Varina, NC 27526 919-586-0123 919-586-0129 fax <u>Greensboro Branch</u> 811 Knox Rd McLeansville, NC 27301 336-652-0101 336-701-6301 fax

## APPLICATION FOR CREDIT PLEASE PRINT OR TYPE – ALL ITEMS MUST BE COMPLETED FAX TO 919-562-1806

Company Full Legal Name				
Address	County			
City				
Billing Address				
City				
Phone # Fax#		Cell #		
Proprietorship Partnership	Corporation	_ Fed ID#		
Date Established				
Type of Business (see table on Page #3)				
Amount of Credit Requested				
Billing contact	Phone#			
Email address				
Check method for receiving your invoic				
FaxEmailMail				
<b>Officers / Owners Information</b>				
Name	Title	SS#		
Address	City_			
State Zip Phone #				
Name	Title	SS#		
Address	City_		State	Zip
Phone #				-

Bank or Savings and Loan Associa	tion		
Bank	Branch		
Address	City	State	Zip
Contact Person			_

	Supplier Reference #1	Supplier Reference #2	Supplier Reference #3
Name			
Address			
City,State,Zip			
Phone			
Fax			

**Bankruptcy and Litigation**: Has Customer, any Principal of Customer or any organization in which any Principal or Customer was or is a Principal been in any form of bankruptcy, receivership or liquidation proceeding or been a defendant in any litigation (excluding spousal or custody litigation)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is Applicant exempted of sales & use tax? Yes	No	_ Attach sales &	Use tax exempt form
Is a purchase order required for your merchandise?	Yes	No	

## **CREDIT AGREEMENT**

This Agreement is hereby entered into between Jarco Supply, LLC ("Jarco") and the Undersigned. In consideration of the credit extended by Jarco to the Undersigned (the "Customer"), the Customer hereby agrees to the following terms and conditions:

1. Jarco Supply, LLC will issue invoices for purchases made under the terms of the Agreement. Payment of the purchase price shall be made pursuant to the terms set forth on each invoice. All invoices shall carry terms of net thirty (30) days unless otherwise indicated.

2. Nothing contained in this Agreement obligates Jarco to extend credit to the Customer in any amount.

3. Jarco Supply, LLC reserves the right to apply a finance charge of 1.5% per month (or 18% per annum) to all account balances older than thirty (30) days.

4. Jarco reserves the right, to cancel or suspend credit privileges for late or slow payments or if Customer's account becomes delinquent for more than sixty (60) days. At the time of cancellation or suspension, the outstanding balance on Customer's account becomes immediately due and payable.

5. In the event that Customer breaches this Agreement and collections or other actions arising out of this Agreement become necessary, Customer shall be responsible for all costs and fees associated therewith, including reasonable attorney's fees pursuant to N.C.G.S. § 6-21.6. Customer agrees that the purchase of the items described herein constitutes doing business in the state of North Carolina and submits itself to the jurisdiction of the State of North Carolina with respect to any suit brought by Seller for breach of this Agreement.

6. LIMITED WARRANTY. Jarco warrants its materials to be free from defects for one (1) year from the date of delivery. This warranty does not cover defects caused by improper installation, modification, misuse, negligence, or acts of God on the part of the Customer or any end-user to whom the materials are ultimately delivered. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede this limited warranty. All claims under this warranty must be made in writing to Jarco. The remedy provided under this warranty is limited to repair or replacement of the non-conforming materials, which decision is vested in Jarco's sole discretion. THIS WARRANTY IS THE ONLY WARRANTY BY CONTRACTOR TO CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED.

7. **LIMITATION OF LIABILITY.** Jarco shall not be responsible for any direct, incidental, or consequential damages causing either bodily injury or property damages. Jarco's liability to the Customer shall not exceed the total of any payments made by Customer for materials provided.

8. Failure or agreement not to enforce any right under this Agreement does not constitute a waiver thereof or of any other rights contained herein.

9. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of North Carolina.

10. In the even that any portion of this Agreement is found to be unenforceable, the portion of the Agreement that is unenforceable shall be stricken from the Agreement and the remaining portions of this Agreement shall be enforced as written.

11. The Customer hereby warrants that the Undersigned has full power and authority to enter into the Agreement.

12. This agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous writings, agreements, or understandings of the parties relating to the subject matter.

**Company Name (Please Print)** 

Signature

Title (Please Print)

Date

## PERSONAL GUARANTEE

The Undersigned hereby unconditionally and personally guarantees to Jarco the prompt payment, when due, of every claim of Jarco. This is a **continuing guarantee** and shall remain in full, force, and effect until revoked by the Undersigned by written notice to Jarco. The Undersigned hereby waives any right to notice or demand for payment and will become immediately liable to Jarco upon default of Customer. The Undersigned's liability extends to the total balance of the amounts presently and hereafter owed by the Customer on its account with Jarco, including, but not limited to, all losses, costs, attorney's fees, or expenses which Jarco may incur by reason of Customer's default under the Credit Agreement and/or the Undersigned's default under this Guarantee.

**Guarantor (Please Print)** 

Signature

Date

Jarco Supply Use Only – Below Line

Account Approved by:

JARCO SUPPLY, LLC

Name (Please Print)

Signature

**Credit Limit** 

Salesperson

**Customer Class** 

Business Type (Customer Class)	
CON	Concrete
SIT	SITEWORK
MAS	MASONRY
LAND	LANDSCAPING
GC	COMMERCIAL GC
RES	RESIDENTIAL BUILDER
CS	CRAWL SPACE
DOT	DOT CONTRACTOR
UTI	UTILITY
SUP	CONSTRUCTION SUPPLY
RM	CONCRETE PRODUCER
GOV	GOVERNMENT
ww	WATER AND WASTEWATER
ASP	ASPHALT PAVING
ELE	ELECTRICAL
POL	POOL
EC	EROSION CONTROL
DF	DEEP FOUNDATION
SSC	SPECIALTY SUBCONTRACTOR
WTR	WATERPROOFING
INS	INSULATION
PHL	CHARITY OR RELIGIOUS
EDU	EDUCATIONAL/SCHOOLS
TEE	GOLF COURSE
SC	SITE CONCRETE/CURB&GUTTER
AG	AGRICULTURAL