



## CREDIT APPLICATION AND AGREEMENT

Carroll's, LLC • 4281 Old Dixie Hwy. • Hapeville, GA 30354

**COMPANY NAME:** \_\_\_\_\_ Application Date: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 DBA Name: \_\_\_\_\_ Date Business Started: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
 Company Type: \_\_\_\_\_  Corp.  LLC  Partnership/Proprietorship  Other:  
 Scrap Tax # (if applicable): \_\_\_\_\_ Are you claiming sales & use tax exemption for purchases?  Yes  No  
 If yes, please identify the relevant State: \_\_\_\_\_ and Sales Tax #: \_\_\_\_\_, and attach a copy of the Resale/Exemption Certificate.

**OWNER INFORMATION** (list all owners-copy and attach additional pages if needed)

Name and Social Security Number	Home Address	Home Telephone	% Ownership & Title

**TRADE REFERENCES** (copy and attach additional pages if needed)

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_  
 Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_  
 Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_

**BANK REFERENCES** (copy and attach additional pages if needed)

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_

By signing below, the above-identified company ("Company") represents that all of the information provided herein is true, complete and accurate, and may be relied on by Carroll's, LLC ("Carroll's") in deciding whether to extend credit to Company. Company further agrees that the terms and conditions on the following page, and the following provision, shall be applicable to any credit extended by Carroll's to Company:

**SECURITY AGREEMENT.** In consideration of the credit being extended to Company, Company grants to Carroll's a purchase money security interest in all of the products purchased by Company from Carroll's on credit (the "Products") and any proceeds from the sale of the Products to secure Company's obligations hereunder. If requested by Carroll's, Company will execute a separate security agreement and a financing statement related to this security interest, and/or name Carroll's as a loss payee on its insurance policies covering the Products.

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name & Title: \_\_\_\_\_



**TERMS AND CONDITIONS**

This Credit Application and Agreement (the "Agreement") is submitted by the company identified on the preceding page ("Company"), for the purpose of requesting that Carroll's, LLC ("Carroll's") extend to the Company a line of credit or grant the company a charge account ("Credit") to be used to obtain the Products from Carroll's.

**Additional Financial Information.** Company will provide to Carroll's, with this Agreement, its financial statement for its most recently completed fiscal year. Company agrees to furnish such other financial statements, operating statements and additional credit documents and information that may be requested by Carroll's. Company represents that all such statements, documents and information provided to Carroll's are true, complete and accurate, and may be relied upon by Carroll's in deciding whether to extend Credit to Company.

**Authorization to Obtain Further Financial Information.** Company authorizes Carroll's to obtain further information concerning the credit history and financial condition of Company from any party in relation to this Agreement. Company authorizes the trade and bank references identified on the preceding page, and any other third parties, to release to Carroll's information related to the accounts of Company. Company authorizes Carroll's to disclose information about its credit experience with Company to third parties.

**Terms.** If Carroll's agrees to extend Credit to Company, an invoice shall be provided for all products purchased by Company from Carroll's on Credit (the "Products") creditor reserves the right to change payment terms in it's sole and absolute discretion. Unless otherwise agreed to by Carroll's, all payment terms are considered COD.

**Past Due Payments.** In the event that Company fails to pay on any invoice when due, Company will be obligated to pay Carroll's on all amounts due and payable interest at the

lesser of 1.5% per month (18% per annum) or the maximum amount permitted by law, from the date such payment was due until the date paid. In the event it becomes necessary for Carroll's to incur costs, charges and expenses based on Company's failure to comply with its payment or any other obligations under this Agreement, Company shall reimburse Carroll's for all such costs, charges and expenses, including, without limitation, collection costs and reasonable attorneys' fees. Discounts offered by Carroll's for any of the Products will not be applied to any past due amounts.

**Financial Insecurity.** Carroll's may decline to ship Products if Company fails to make any payment promptly or in the event Carroll's is dissatisfied with the financial condition of Company. In such event, Carroll's shall have the right to declare due and payable any outstanding indebtedness of Company and shall further have the right to immediately terminate the Credit, and/or take whatever additional action is necessary to protect Carroll's's interest.

**Miscellaneous.** Company waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto without notice to Company. This Agreement shall be governed by the laws of the State of Georgia and in the event of any suit or litigation relative to this Agreement, jurisdiction and venue shall be proper in the County of Fulton, State of Georgia. Company understands that completion of this Agreement does not constitute an obligation or understanding on the part of Carroll's to extend credit to Company in any amount, and that any decision to extend credit, and the specific terms thereof, shall be made by Carroll's in its sole and absolute discretion.

**GUARANTY**

In consideration of Credit being extended to Company by Carroll's, each individual below (each, a "Guarantor") jointly and severally personally guaranties the payment and performance of Company under this Agreement. Each Guarantor agrees that this guaranty is an absolute, complete and continuing guaranty of performance, and not of collection. Each Guarantor waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party

hereto. No notice of indebtedness or of any extension of credit by Carroll's to Company need be given. The terms of Credit may be rearranged, extended and/or renewed without notice to any of the Guarantors. Each Guarantor agrees to pay any amounts within five days' notice that such amounts are past due. Each Guarantor represents, with Company, that all of the information submitted on the preceding page of this Agreement is true, complete and accurate.

Guarantor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_