



P.O. Box 2644  
 Mobile, AL 36652-2644  
 Phone: (251) 432-0107  
 Fax: (251) 432-0223  
 Email: credit@tvmfg.com

## Credit Application and Agreement

CUSTOMER INFORMATION				
CUSTOMER NAME:			STATE OF ORIGIN:	
PHYSICAL ADDRESS:			CITY:	
STATE:	ZIP CODE:	PHONE #:	FAX #:	
ACCOUNTS PAYABLE CONTACT:			EMAIL ADDRESS:	
MAILING ADDRESS:			CITY:	
STATE:	ZIP CODE:	FEDERAL TAX ID:		
SALES TAX EXEMPT #: (PROVIDE COPY OF FORM)				
TYPE OF BUSINESS:		<input type="checkbox"/> SOLE PROP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PART		

PRINCIPAL/OWNER INFORMATION		
NAME:		SS#:
POSITION:		PHONE #:
HOME ADDRESS:		CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH COMPANY:
NAME:		SS#:
POSITION:		PHONE #:
HOME ADDRESS:		CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH COMPANY:

HAS THE COMPANY OR ANY OF THE PRINCIPALS EVER BEEN A DEBTOR IN A BANKRUPTCY PROCEEDING?
HAS ANY JUDGEMENT EVER BEEN FILED AGAINST THE COMPANY OR ANY OF THE PRINCIPALS?
ARE THERE ANY LEGAL ACTIONS OR ARBITRATION PENDING AGAINST THE COMPANY OR ANY OF THE PRINCIPALS?

CREDIT AND TRADE REFERENCES		
PRIMARY BANK NAME:		ACCOUNT #:
CONTACT NAME:		PHONE #:
CREDIT LIMIT:	EMAIL ADDRESS:	
ADDRESS:		CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH BANK:
CREDITOR NAME:		ACCOUNT #:
CONTACT NAME:		PHONE #:
CREDIT LIMIT:	EMAIL ADDRESS:	
ADDRESS:		CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH COMPANY:

CREDIT AND TRADE REFERENCES (continued)			
CREDITOR NAME:		ACCOUNT #:	
CONTACT NAME:		PHONE #:	
CREDIT LIMIT:		EMAIL ADDRESS:	
ADDRESS:			CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH COMPANY:	
CREDITOR NAME:		ACCOUNT #:	
CONTACT NAME:		PHONE #:	
CREDIT LIMIT:		EMAIL ADDRESS:	
ADDRESS:			CITY:
STATE:	ZIP CODE:	LENGTH OF TIME WITH COMPANY:	

**TERMS AND CONDITIONS**

1. I/we certify that this information is correct, complete and that we are able to pay within thirty days of each invoice date. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Seller if Seller determines to extend credit. Seller may change credit limits or other credit terms at any time, in its sole discretion. No modifications may be made otherwise to this Agreement, except in a writing signed by Seller.

2. Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1 1/2% (1.5%) per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Alabama and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Mobile, Alabama. This Agreement shall be governed by and construed in accordance with the laws of Alabama.

3. Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement. Until such time as Seller has been paid in full for the products or services sold, Buyer agrees: a) to keep the products free from any adverse security interests, b) to permit Seller to take possession of the products remaining in possession of Buyer or in the possession of any person other than a purchaser from Buyer in the ordinary course of business, c) Seller may enter Buyer's premises without legal process for the purpose of examining the products remaining in Buyer's possession and permit Seller to have access to the records of Buyer in order to determine the disposition of any of the products subject to this agreement, d) to keep the products fully insured at Buyer's expense, and e) that in the event Buyer defaults in the payment due herein or fails to comply with any of the terms hereof, Seller or any officer of the law may take immediate possession of the products without demand, and for this purpose, may enter the premises where the product may be located and remove them.

4. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.

5. Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Customer may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

6. Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Seller. Further, Buyer's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Buyer. In no event shall Seller be liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material delivered and a waiver of all claims. Seller will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking charge of 15% will apply on products approved for refund. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.

**APPLICANT SIGNATURES**

SIGNATURE:	DATE:
NAME PRINTED:	TITLE:
SIGNATURE:	DATE:
NAME PRINTED:	TITLE:

**REMINDER - CREDIT APPLICATION NOT ACCEPTED UNTIL APPROVED BY SELLER'S ACCOUNTING DEPARTMENT**

INTERNAL USE ONLY	
CREDIT DECISION: _____ APPROVED _____ DENIED _____ PERSONAL GUARANTY REQUIRED	
CREDIT LIMIT ASSIGNED: \$	TERMS:
APPROVED BY:	DATE: