

FOLEY MATERIALS COMPANY and COLUMBUS QUARRY LLC

P.O. BOX 2447, COLUMBUS, GA 31902-2447

PHONE (706) 563-7882 FAX (706) 569-4452

CREDIT SALES APPLICATION AND AGREEMENT

Sales Representative	RALPH KING
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COMPANY INFORMATION

Firm Name				In Business Since		
Mailing Address		City		State		Zip
Street Address		City		State		Zip
Phone		Fax				
<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Governmental Agency
<input type="checkbox"/> Personal Home, if so, give						
Legal Description or Address of Property						
Tax Exempt <input type="checkbox"/>	Sales Tax Exemption Number	#	(Sales and Use Certificate of Exemption Required.)			

PERSON TO CONTACT FOR INFORMATION

OFFICERS OR PARTNERS

Name		Title		Social Security #	
Name		Title		Social Security #	

BANKING AFFILIATIONS

Name		Address			
Phone		Bank Officer			
Checking Account # (Mandatory)			Loan Account # (Mandatory)		

TRADE REFERENCES

Name		Phone Number	
Address			
Name		Phone Number	
Address			
Name		Phone Number	
Address			

I/we have read and accept and agree to be bound by the terms and information below. The undersigned official, to induce the granting of credit to the above-named firm, hereby personally guarantees the company's credit.

Signed By _____
Individually and as an officer of the firm

Title _____

CREDIT AGREEMENT TERMS AND CONDITIONS

- 1 Payment for purchases is due in full and must be received in our Columbus, GA office by the due date.
- 2 Finance charges at the rate of one and one half percent (1.5%) per month, eighteen percent (18%) per annum, shall be due for each invoice thirty (30) days past due.
- 3 No chargeback, offset, credit, deduction, or other adjustment will be permitted unless written notice of the claim therefore is delivered to Foley Materials Company or Columbus Quarry LLC (1) within 5 days after delivery of the product to the job site if the claim relates to the timeliness and or quantity of such product actually delivered, and (2) within 5 days after date of the first invoice sent by Foley Materials Company or Columbus Quarry LLC with respect to the product for all other claims. Claims not so submitted to Foley Materials Company or Columbus Quarry LLC within the time provided shall not be allowed.
- 4 Unless advised otherwise by customer, seller will credit payments to the invoices longest past due.
- 5 Purchaser shall be liable for twenty-five percent of unpaid invoices amounts plus late FINANCE CHARGE, if any, in the event collection is necessary by legal action (including filing materialman's lien) or through an Attorney at Law.
- 6 Materialman's Liens are exercised by seller on accounts with past due balances. Open account privileges may be suspended or cancelled as a result of past due balances.