



4325 Prospect Street
Indianapolis, IN 46203
317.359.9551 Phone
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BUYER'S CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT

For the purpose of establishing open account privileges the undersigned furnishes the following information:

Buyer's Name _____ Anticipated Monthly Purchases \$ _____
Additional Trade Name _____ Business Phone () _____
Office Address _____ FAX# () _____
Billing Address _____ Tax Exempt () Taxable ()
Type of Business _____ If tax exempt, please attach tax exempt certificate.
Date Business Established _____ Corporation () Partnership () LLC ()
If incorporated, State in which incorporated _____ Year _____
Proprietorship () Limited Partnership ()
Your Office's street address is required to process your account. Federal I.D.# _____

Names of Owners, Partners, or Officers (Proprietorship must include Social Security #, date of birth and home address.)

Name	Title	Residence Address	Home Phone	Social Sec. #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Name of Accounts Payable Representative: _____

Name and Location of any other business owned:

BANKING INFORMATION

Name of Bank _____ Branch _____
Address _____ Phone () _____
() Checking Account # _____ Name of Bank Representative _____
() Savings Account # _____
() Loan Account # _____ How Loan is Secured _____
Monthly payments \$ _____ Balance \$ _____

PRINCIPAL SUPPLIERS:

Name	Address	Phone	Fax	Balance Owed
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

Have you given any of the above a personal guaranty? If so, to whom _____

If a Branch or Division, location of Home Office: _____
Are purchase orders required? YES [] NO [] Are job numbers required? YES [] NO []
Building: [] Leasing [] Buying [] Monthly Amount \$ _____
Name of Landlord/Mortgagee: _____

Is the buyer currently, or has the buyer filed a Voluntary, or had an involuntary Insolvency Proceeding filed against it within the last 14 years? YES [] NO []
Are you currently a party to any lawsuit, or are there any outstanding judgments against the buyer? YES [] NO []
If the answer is yes to either, please explain on a separate sheet.

TERMS & CONDITIONS

It is agreed the buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as may be amended time to time. In the event payment is not timely made, the buyer also agrees to pay time-price differential charge (service charge) ;of the lesser of 1% per month (18% per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by seller in enforcement of terms and conditions of this agreement, including court costs, actual reasonable attorney’s fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal and accumulated service charge, all without relief from valuation and appraiser laws.

It is agreed the buyer will pay in full for each purchase on or before the 10th day of the month following the purchase.

If legal action becomes necessary by either buyer or seller, the buyer agrees that this or any contemporaneous or subsequent agreement will govern as to validity, interpretation, construction, effect and all other respects by the laws of the State of Indiana. Buyer further agrees that in the event legal action becomes necessary by either buyer or seller, jurisdiction and preferred venue shall remain in Marion County, in the State of Indiana.

Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

The buyer further agrees that at any time, without liability to buyer and without affecting buyer’s liability to seller for credit previously extended, the seller may cancel buyer’s approved credit limit and decline to make any further credit sales in regard to buyer’s account.

Buyer authorizes seller to investigate buyer’s credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning buyer’s credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys or employees.

The buyer further grants to seller a security interest in buyer’s equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer’s performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer’s attorney in fact to endorse and file on behalf of buyer any UCC1 form to perfect or record the security interest.

All of the information supplied by buyers is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of seller’s invoices.

Buyer’s Signature Title Date

Unconditional Guaranty

In consideration of the extension of credit to _____ (“debtor”) by Southeastern Supply Co., Inc. (“Creditor”) and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally, “if applicable”, guarantee the full and prompt payment when due, whether by acceleration or otherwise, of all past, present and future indebtedness, obligations and liabilities of the debtor to the creditor, whether direct or indirect, joint of several, absolute or contingent, including all costs of collection, interest and attorney’s fees (“obligations”)

The undersigned waives acceptance of the Guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands for payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by the Debtor. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the Obligations, including,, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of obligation.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against the debtor that arises hereunder ad /or from the performance by the guarantor hereunder including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of secured party against the debtor or any security which secured party now has or hereafter acquired, whether or not such claim, right or remedy arises in equity, under contract, by statute under common law or otherwise.

Guarantor and Co-Guarantor, if applicable, authorizes creditor to investigate Guarantor’s and Co-Guarantor’s personal credit standing, financial circumstances and responsibility and authorizes an instructs all persons having information concerning Guarantor’s or Co-Guarantor’s credit standing, financial circumstances and responsibility to release such information to creditor, its agents, attorneys or employees.

This guaranty is a continuing guaranty of payment, and shall ensure to the benefit of Creditor from the date hereon and shall remain in full force and in effect until written notice of termination thereof has been received by Creditor by certified mail. Termination of the guaranty by the undersigned shall not effect any of the guarantor’s obligations hereunder with respect to indebtedness incurred prior to the termination.

No delay on the part of the Creditor in exercising any of Creditor’s option, powers or rights, or partial or single exercise therefore shall constitute a waiver thereof. All of the Creditor’s rights are cumulative and alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall ensure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs and beneficiaries of the undersigned. The undersigned agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall remain in Marion County, in the State of Indiana.

In Witness Whereof, this document is executed on the _____ day of _____, _____.

Guarantor (Personal Signature Only)

Co-Guarantor (Personal Signature Only)

Guarantor (Printed Name)
Social Security No. _____
Date of Birth _____
Home Address _____

Co-Guarantor (Printed Name)
Social Security No. _____
Date of Birth _____
Home Address _____