



McClure-Johnston Company

1700 Wilson Way
Atlanta, GA 30082
Ph 800-268-3054 - Fax 770-438-2512

APPLICATION FOR CREDIT AND WHOLESALE PRIVILEGES

Instructions:

1. Complete all sections (missing information will delay processing).
2. Sign appropriate sections on FRONT and BACK of application.
3. Provide latest financial statement.

Section I

Date: _____ County: _____ Monthly Credit Requested: \$ _____

Name of Business: _____

(hereinafter referred to as "Applicant" in the Application for Credit and the guaranty found in Section IV below)

Address: _____ City: _____ State: _____ Zip: _____

Business Phone: (____) _____ Fax: (____) _____ Cell: (____) _____

Name of Contact(s): _____ Email: _____

Section II

Legal Name of Business: _____

Date Applicant Established: ____/____/____ Legal Entity: ____ Proprietorship / ____ Partnership / ____ Corporation / ____ LLC / ____ LP / ____ LLP

Tax I.D. #: _____ Purchase Order Required? ____ Y ____ N

Tax Status: ____ Taxable / ____ Tax Exempt (If Tax Exempt, Certificate # _____ & Provide Copy)

Section III

Principals (All proprietors, partners, corporate officers or LLC members must be listed)

First Name	M.I.	Last Name	Sr., Jr.	Home Address	&	Home Phone #	Position	SSN#
1.								
2.								
3.								
4.								

Trade References

Company Name	City	State	Zip	Phone #	Fax #	Account #
1.						
2.						
3.						
4.						

Banking Reference

Name & Branch: _____ Account # _____ Phone #: (____) _____

Authorized signature for bank to release information: _____

Section IV – Guaranty

In consideration for the extension of credit, the undersigned hereby Personally Guaranty to McCLURE-JOHNSTON COMPANY, the prompt payment of any and all amounts due from Applicant to McClure-Johnston Company (whether or not the amount of said purchase exceeds the credit limit requested in this Credit Application), including payment of 1 1/2% per month interest on the unpaid balance, plus 25% as reasonable attorney's fees, plus all court costs. Additionally, I/WE acknowledge that the terms and conditions contained in this Application for Credit shall be incorporated herein by reference and be made a part of this GUARANTY.

The undersigned hereby consent to McClure-Johnston Company obtaining a non-business credit report on the undersigned, in order to further evaluate the creditworthiness of the undersigned as principal, proprietor, or guarantor of Applicant in connection with the extension of business credit. The undersigned further authorizes McClure-Johnston Company to obtain additional consumer credit reports as McClure-Johnston Company may require from time to time in connection with the continuation of extension of business credit, and knowingly consents to the use of such reports in any manner consistent with the Federal Fair Credit Reporting Act as contained in 15 USC 1681, et. seq.

Signature: _____ Print Name: _____ S.S.N. _____ - _____ - _____ Date: ____/____/____

Signature: _____ Print Name: _____ S.S.N. _____ - _____ - _____ Date: ____/____/____

Signature: _____ Print Name: _____ S.S.N. _____ - _____ - _____ Date: ____/____/____

Signature: _____ Print Name: _____ S.S.N. _____ - _____ - _____ Date: ____/____/____

Section V - SECURITY AGREEMENT

To secure the payment for all purchases from McClure-Johnston Company, now and in the future, Applicant hereby grants to McClure-Johnston Company a continuing security interest in all of Applicant’s presently owned or hereafter acquired (a) goods, (b) inventory, (c) instruments, (d) promissory notes, (e) chattel paper including electronic chattel paper, (f) documents, (g) accounts, (h) accounts receivable, (i) equipment, (j) commercial tort claims, (k) general intangibles, (l) payment intangibles, and (m) software, together with all proceeds and all support obligations thereof. McClure-Johnston’s security interest is explicitly limited to the outstanding obligations of Applicant. Applicant authorizes McClure-Johnston Company to file such documents as are necessary to perfect and to continue its security interest.

Section IV - TERMS AND CONDITIONS OF SALE

1 - Controlling agreement. These terms and conditions of sale shall control (and supercede all other agreements between the parties) as to all sales made by McClure-Johnston Company, including all direct shipment sales (whether or not materials are billed to Applicant’s job accounts). Additionally, Applicant agrees that it shall be responsible for payment of all materials even when said purchase exceeds the credit limit requested.

2 - Terms. All invoices are due net 30 days from date of invoice. Any unpaid past due balance shall be charged 1 1/2% per month interest (18% annum). Accounts that exceed 30 days past terms may be placed on credit hold until the account is paid current. On all matters referred by McClure-Johnston Company for collection, Applicant agrees to pay 25% of the principal amount due for collection fees, plus all costs of collection.

3 - Price. All orders are based on market price at time of shipment. All prices for direct or drop ship items are FOB shipping point unless otherwise specified in writing by an agent of McClure-Johnston Company. Prices for all other items are FOB point of delivery. The prices quoted are subject to Federal, State and Local taxes.

4 - Special Orders. All orders placed for special order materials, (i.e., those materials not kept in stock) are final and may require deposit at time of order, with payment in full required prior to delivery. Once a special order is placed and confirmed in writing by McClure-Johnston Company, Applicant agrees to accept said materials and make payment in full. Returns for non-stock or special order materials are subject to the manufacturer’s return policy.

5 - Inspection. All materials delivered must be examined and inspected by Applicant upon receipt. Any claim of shortage or damage must be made at the time of delivery. Where Applicant cannot examine and inspect material upon receipt, any and all claims must be made within 3 days of delivery or Applicant accepts materials “as is”.

6 - Returns. Defective materials may be returned for credit or replacement. Returns must be accompanied by the original invoice. Returns must be made within 30 days of invoice date. Resalable stock items may be returned and credit will be given when material is received and inspected. Returned materials are subject to a 15% handling fee. Additional restocking charges imposed by the manufacturer will be charged to the Applicant. Obsolete and or discontinued materials are not returnable.

7 - No Warranties. McClure-Johnston Company makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE and shall not be liable for any loss or damage arising from the use of such materials. ALL MATERIALS ARE DELIVERED “AS IS” and “WITH ALL FAULTS.” Any contradictory statement made by an employee of McClure-Johnston Company, shall have no effect. Applicant agrees that its sole remedy for any claim arising out of the sale of materials shall be a return of said materials purchased for a full refund, and that no suit for default will be brought against, or include, McClure-Johnston Company where consequential or incidental damages, attorney’s fees or costs are sought.

8 - Delivery errors. If the delivery date is delayed due to a manufacturer’s shipping, or any other error, Applicant agrees to hold McClure-Johnston Company harmless for the delay and agrees to make payment in full for materials. Applicant further agrees that McClure-Johnston Company shall not be responsible for, and McClure-Johnston Company shall be held harmless, for any product, manufacturer’s shipping defect or any other injury to person(s) due to said defects.

9 - Miscellaneous. Applicant agrees that all materials sold on account constitute a continuing contract, and no specific individual sale, invoice or purchase item shall be considered separate for the purpose of mechanics liens, payment bonds, or for any other purpose. Title to all material shall remain McClure-Johnston Company until paid for in full.

10 - Applicant warranties and acknowledgments. Applicant represents and warrants that the information provided herein is true and complete. Further, Applicant authorizes McClure-Johnston Company to make all inquiries it deems necessary to verify the information provided above, including Dun & Bradstreet reports and credit report information.

Signature: _____ Print Name: _____ Title: _____ Date: __/__/__

Signature: _____ Print Name: _____ Title: _____ Date: __/__/__

Signature: _____ Print Name: _____ Title: _____ Date: __/__/__

Signature: _____ Print Name: _____ Title: _____ Date: __/__/__



McClure-Johnston Company



1700 WILSON WAY • ATLANTA, GA 30082 • (800) 268-3054 • FAX (770) 438-2512

Dear Prospective Account Customer:

Thank you for your request for a credit application. It is our wish to process your application as quickly as possible, to insure prompt process of your credit application it is very important to supply complete information for each item requested.

Be sure to include the following information:

1. Please fill out application in its entirety. Missing information will delay and or prevent your application from being processed.
2. If Proprietorship:
 - a. The business owner as well as the business owners spouse must sign the application.
 - b. If single, divorced, or widowed please indicate this on line two under *Principals* section.
3. If Partnership:
 - a. All Partners as well as partners spouses must sign application.
 - b. If single, divorced, or widowed please indicate this on line two under *Principals* section.
4. Include a copy of your latest Financial Statement. (This information will be held in the strictest confidence).
5. If Corporation:
 - a. An Officer of the Corporation must sign page 1 but please do not include title.
 - b. An Officer of the Corporation must sign the bottom of page 2 including their title.
6. If you would like to restrict the use of this account to a list of authorized users please list the full names of those individuals who will be authorized to use the account below. Photo I.D. will be required when picking up material.

7. If you are Tax Exempt please include a copy of your completed tax exempt certificate along with this application.

NOTE: COPIED OR FAXED APPLICATIONS CAN BE USED ONLY TO BEGIN PROCESSING YOUR CREDIT REQUEST. A COMPLETED APPLICATION SIGNED IN INK MUST BE RECEIVED BEFORE YOUR ACCOUNT CAN BE OPENED. PLEASE USE THE ENVELOPE INCLUDED OR MAIL TO:

McCLURE-JOHNSTON COMPANY
ATTN: CREDIT DEPARTMENT
1700 WILSON WAY
ATLANTA, GA 30082

By completing your application in this manner, it will enable us to process your application quickly and efficiently.

Thank you,
McClure-Johnston Credit Department