

Tucker-Kirby Co.
3825 Wilkinson Blvd.
Charlotte, NC 28208
704/ 391-9990 Phone
704/ 394-9274 Fax

Tucker-Kirby Co.
1220 Perry Rd.
Apex, NC 27502
919/ 277-8410 Phone
919/ 277-8416 Fax

Tucker-Kirby Co.
2701 Shop Rd.
Columbia, SC29209
803/ 783-8200 Phone
803/ 783-8439 Fax



CREDIT APPLICATION / AGREEMENT

Date _____

Applicant Company or Name: _____

Mailing Address: _____

Street Address: _____

City, State, Zip: _____

County of Business: _____

Phone Number: _____

Fax Number: _____

Tucker-Kirby Co. emails both invoices & statements to our Applicants.

Accounts Payable Contact Name _____

E-Mail Address for statements & invoices: _____

Type of Business (circle one): Sole Proprietor Partnership Corporation

Owner Name & Address: _____

Bank Name & Account #: _____

Federal ID Number: _____

(If tax-exempt please furnish certificate)

Please list 3 TRADE (NOT SUBCONTRACTORS OR RENTALS) references, furnishing ALL requested information!

1) Name & Address: _____

Phone Number: _____ Fax: _____

2) Name & Address: _____

Phone Number: _____ Fax: _____

3) Name & Address: _____

Phone Number: _____ Fax: _____

AGREEMENT: Applicant firm is and will continue to be financially able to meet any commitments that we make to Tucker-Kirby Co (hereafter "TK"). We further agree to pay all invoices in full within **30 DAYS**; otherwise, the invoices are past due unless otherwise agreed upon in writing signed by TK and applicant. All invoices not paid and past due are

subject to interest at a daily rate equal to 1.5% per month (18% per year) from date past due, all collection and litigation costs and attorney fees. Should it become necessary for TK to refer Applicant's account to an attorney or collection agency, Applicant acknowledges TK's right to collect and add: attorney fees, all collection and litigation costs, and the above interest, to Applicant's account for past due invoices pursuant to NC General Statutes 6-21.2, 6-21.5 and 6-21.6 and as otherwise allowed by law in the state of proper jurisdiction. In the event the parties later agree to arbitration, the arbitrator shall award attorney fees, all collection, litigation and arbitration costs and fees and the above interest. Any party that is required to enforce any provision of this agreement shall reimburse or pay the other party's attorney fees and expenses incurred by reason of any suit action, proceeding or arbitration to enforce the terms of this contract.

In addition to the above terms the following terms apply: In the event that Applicant fails to make payment in full on any invoice when due, TK may at its option exercise any one or more of the following rights: (i) refuse to accept additional orders from Applicant; (ii) cancel the unfilled portion of any orders placed by Applicant; (iii) and declare immediately due and payable all outstanding invoices to Applicant whether or not such invoices would be due and payable or not under the provisions of paragraph one stated above. Applicant agrees to indemnify and hold harmless, and to pay TK attorneys' fees, and all costs to TK from any claims arising out of, or which follow, the sale to Applicant provided said claims do not arise out of any wrongful action by TK or TK's suppliers or subcontractors. TK shall have the right to change or amend any one or more of the foregoing conditions, as allowed by law, provided that written notice of such change or modification is given to Applicant whose written consent to such change or amendment shall not be required, but Applicant shall be deemed to have consented thereto upon the placing of orders with TK following receipt of such notice. The undersigned by his/her signature does represent that he/she has authority to sign and bind the business entity to these terms. **All payments will be made to Tucker-Kirby Co., Charlotte, NC.**

NOTE: This agreement MUST be completed and signed by Applicant before TK will process your application.

Name of Applicant Company or if not Company then Name of Applicant:

Name: _____
Signature: _____
Title: _____ Date: _____

TUCKER-KIRBY CO.:

Representative _____
Signature: _____
Title: _____ Date: _____