



A division of Bartimaeus Inc. · 600 Progress Industrial Blvd., Suite 201 · Lawrenceville, GA 30043
770-339-8644 · Fax 770-339-7262

Credit Application

Legal Name: _____

Trade Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

(Please check one)

Corporation Partnership Sole Proprietor LLC Started Business Date _____

Ownership Information – Personal Information for all legal owners, partners, officers.

Name: _____ SS# _____ Title: _____

Name: _____ SS# _____ Title: _____

Name: _____ SS# _____ Title: _____

Trade References – List four trade references, excluding charge cards and utilities.

Name _____ Name: _____

Address _____ Address: _____

City _____ St _____ Zip _____ City _____ St _____ Zip _____

Phone _____ Phone _____

Account # _____ Account # _____

Name _____ Name: _____

Address _____ Address: _____

City _____ St _____ Zip _____ City _____ St _____ Zip _____

Phone _____ Phone _____

Account # _____ Account # _____

Bank Information

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Account # _____

Terms of Account

*All applicants agree to be bound by the "Terms of Sale" agreement as provided by WindowCo.

*This agreement shall be construed under the laws of the State of Georgia

*Past due account balances are assessed a finance charge of 1.5% per month which is equal to 18% per annum or the maximum rate allowed by law whichever is lowest.

*Any account that is not paid when due and that legal action is commenced, the prevailing party shall be entitled to its reasonable attorney fees and court costs, including any cost of appeal. Parties hereby agree that if any suit or action is brought to enforce any part of terms of sale herein, venue of said suit should be in the county of Gwinnett, in the State of Georgia.

The undersigned hereby authorizes WindowCo to review any information provided for the purpose of establishing credit. It is agreed that the undersigned will hold harmless the companies engaging in the exchange of such information and understands that the information provided is used to determine credit worthiness as a routine business practice. I also authorize release of my credit information to a credit service agency for the purpose of establishing an account with WindowCo.

Signature
Title

Type or Print Name

Date



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Terms of Sale Agreement

- Terms** If open account terms have been established payment is due upon receipt and is past due 30 days after invoice date. Due to the highly customized nature of our products, WindowCo may require a 50% deposit prior to the ordering of product depending on the outcome of the account application process.
- Past Due Accounts** Past due invoices will cause an account to be placed on hold where no orders will be processed until the account is brought within terms. The account may also revert to the requirement of 100% pre-payment. If outside collections are necessary, all collections, court and attorneys fees will be assessed to the account. Interest charges will accrue on all past due invoices at the rate of 1.5% per month which is equal to 18% per annum or the maximum rate allowed by law, whichever is lowest.
- Bad Checks** A service charge of \$25 will be assessed for each check or charge authorization returned for insufficient funds.
- Failure to Pay** Failure by customer to pay any part of the purchase price when due, or in the event proceedings in bankruptcy, receivership, or insolvency are instituted by or against customer or his property, seller may, at their option, cause the entire unpaid balance to become due and immediately payable, and seller shall have the right to enter at any time without notice upon the premises where any of the materials purchased by the customer are located. Customer hereby expressly waives any right to action which may occur by reason on the entry for taking possession of or the selling of said materials and agrees to pay all costs incurred with respect thereto including service charges and reasonable attorney's fees and court costs.
- Agreement** This agreement covers all materials, which the buyer may hereafter acquire at any time from the seller. No waivers or modifications shall be valid unless the same are in writing and executed by both parties hereto. This agreement shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties. This agreement applies to all invoices including but not limited to labor, product and/or services rendered.
- Litigation** Any account that is not paid when due and legal action is commenced, the prevailing party shall be entitled to its reasonable attorney fees and court costs, including any costs of appeal. Parties hereby agree if any suit or action is brought to enforce any part of terms of sale herein, venue of said litigation should be in the county of Gwinnett, State of Georgia.

Corporate Guarantee

In return for the extension of credit the undersigned representing corporation (Corporation equals Corporate Name listed below) hereby jointly and severally guarantees the corporation to pay and be responsible for payments of all amounts due seller by applicant, including collection charges and/or reasonable attorney's fees. This shall be an open and continuing guarantee, notwithstanding any changes, removals, extensions or the like, granted by seller. The undersigned representing corporation hereby waives notice of default or non-payment. Seller shall be entitled to look to the undersigned corporation for full payment without prior demand, notice or seeking recourse any other party. It is further agreed that the laws of the State of Georgia shall apply and in the event there is litigation commenced to enforce this guarantee, the proper jurisdiction shall be in the county of Gwinnett, State of Georgia. I hereby authorize you or your agent/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same as the original.

Signature	Type or Print Name	Date
Title		
Corporate Name		
Corporate Address		
City	ST	ZIP
Phone		