

Payne Inc

10411 Hall Industrial Drive
Fredericksburg, VA 22408

Phone 540.898.0045
Fax 540.898.0193

CREDIT APPLICATION

BILLING ADDRESS:

Purchaser Name: _____
Address: _____
City: _____ State: ___ Zip: _____
Phone # (____) ____ - ____
Year Established: _____ DUNS# _____

SHIPPING ADDRESS:

Purchaser Name: _____
Address: _____
City: _____ State: ___ Zip: _____
Tax Exempt? Yes No T.E. # _____
Federal ID # _____

TYPE OF ENTITY (check one):

Corporation: __ Limited Liability Company: __ Partnership: __ Individual: __
Primary Point of Contact(s): _____
1. _____ Email: _____
Dispatch: _____ Email: _____
Accts Payable: _____ Email: _____

BANK REFERENCES:

BANK NAME: _____ CONTACT: _____
ADDRESS: _____ Phone # (____) ____ - ____

CREDIT REFERENCES:

1. COMPANY: _____ CONTACT: _____
ADDRESS: _____
ACCOUNT #: _____ PHONE # (____) ____ - ____ FAX # (____) ____ - ____
2. COMPANY: _____ CONTACT: _____
ADDRESS: _____
ACCOUNT #: _____ PHONE # (____) ____ - ____ FAX # (____) ____ - ____
3. COMPANY: _____ CONTACT: _____
ADDRESS: _____
ACCOUNT #: _____ PHONE # (____) ____ - ____ FAX # (____) ____ - ____

IS A PURCHASE ORDER REQUIRED? _____ ESTABLISHED MONTHLY CREDIT REQUIREMENTS: \$ _____

SIGNATURE: _____ TITLE: _____ DATE: __/__/____

The undersigned Purchaser understands and agrees that the following provisions shall govern (his) (its) (their) account with Payne Inc. (hereinafter called the Company)

- Any good or merchandise which is purchased on a non-COD basis shall be constructed as an extension of credit by Payne Inc.
- For and in consideration for this extension of credit, Purchaser agrees to make payment in full within thirty (30) days of the date of purchase. If Purchaser fails to pay within said time, the Purchaser shall be in default hereunder.
- If full payment is not made within thirty (30) days of the date of purchase, there is a finance charge computed by applying a 1.5 percent monthly periodic rate (18% annual percentage rate) to the unpaid balance.
- A default under the terms of this agreement shall be the Purchaser's failure to make payment of the unpaid balance within sixty (60) days of the date of purchase. In the event of default, all amounts due and owing, plus any unpaid finance charge, shall be immediately due and payable at our option without notice or demand; and in the event of default. In such event, you, the Purchaser, agrees to pay any and all costs of collection including attorney fees, associated with your indebtedness incurred by the Company in collecting any and all sums due, or otherwise arising out of Purchaser's default.

- Payments received are applied in the following order: (a) Unpaid finance charges (b) The net amount due and owing representing the purchase price.
- This Agreement and all credit provided hereunder is governed by Virginia law, and the parties hereby submit to the exclusive jurisdiction and venue of the applicable courts of Spotsylvania County, Virginia, with respect to any suits brought pursuant to this Agreement or the provision of goods, merchandise or services provided by the Company to Purchaser.
- Purchaser hereby authorizes Company Payne Inc had my permission to check and verify our Purchaser's credit.

Purchaser: _____

SIGNATURE: _____ TITLE: _____ DATE: ____/____/____

GUARANTEE

1. The undersigned guarantor(s), in order to induce the aforementioned Company to extend open account credit to the Purchaser(s) requesting same, hereby agrees to pay the Company when due under its Open Account Agreement, including collection costs and attorney fees.
2. The guarantor(s) waives all notices demand and dishonor and nonpayment, changes in terms, defaults, settlements, extensions acceptance of security, or other notice of any nature whatsoever.
3. Guarantor's obligation hereunder shall be primary, covering all future and existing indebtedness of the Purchaser, and may be enforced before or after proceeding against the Purchaser or any security held by the Company.
4. For purpose of this guarantee, all obligations of the Purchaser to the Company shall be considered to be due upon the Purchaser's insolvency or commission of any act of bankruptcy, or upon the filing of a petition in bankruptcy by or against the Purchaser, or upon the appointment of a receiver for the Purchaser, or its making an assignment for the benefit of creditors.

GUARANTORS

Date _____

 Signature-Individually

 Print Name

 Address

Date _____

 Signature-Individually

 Print Name

 Address

STATE OF VIRGINIA
 CITY/COUNTY OF _____, TO-WIT:

The foregoing Credit Agreement was acknowledged before me in my jurisdiction by

_____ this ____ day of _____.

My commission expires: _____.

 Notary Public

Credit Capacity: It is agreed that All-Wired, Inc. may not only investigate your business credit worthiness, but also your personal credit worthiness. However, it is agreed that any goods purchased are for business use only and SAID PURCHASES DO NOT ARISE OUT OF ANY CONSUMER TRANSACTIONS AND ARE NOT GOVERNED BY CONSUMER CREDIT REGULATIONS. You hereby authorize suppliers, banks and/or other financial institutions to furnish credit information to be used for determining the establishment of your account.

Please Initial