

INKLE METALS & SUPPLY CO., INC

APPLICATION FOR CREDIT

**Return Application to:
Credit Department
P.O. Box 11441
Birmingham, AL 35202**

Please Indicate the Location Nearest You:

- | | |
|--|---|
| ☐ 3300 11 th Ave N Birmingham,
AL 35234 Phone:
(205) 326-3300
Fax: (205) 326-0583
Birmingham@hinklesupply.com | ☐ 7801 Sears Blvd, Unit C
Pensacola, FL 32514
Phone: (850) 434-5654
Fax: (850) 434-5364
Pensacola@hinklesupply.com |
| ☐ 424 E Jeff Davis Ave
Montgomery, AL 36104 Phone:
(334) 262-5212
Fax: (334) 262-8994
Montgomery@hinklesupply.com | ☐ 232 Commerce Parkway
Pelham, AL 35124
Phone: (205) 444-4781
Fax: (205) 444-4786
Pelham@hinklesupply.com |
| ☐ 2718 N Park Drive
Huntsville, AL 35811
Phone: (256) 859-1200
Fax: (256) 859-1202
Huntsville@hinklesupply.com | ☐ 34180 US Hwy 280
Childersburg, AL 35044
Phone: (256) 439-9191
Fax: N/A
Childersburg@hinklesupply.com |
| ☐ 2924 Lees Lane
Mobile, AL 36693
Phone: (251) 661-0006
Fax: (251) 661-0009
Mobile@hinklesupply.com | ☐ 2915 Jackson Hwy
Sheffield, AL 35660
Phone: (256) 248-0215
Fax: (256) 248-0218
Sheffield@hinklesupply.com |
| ☐ 5000 Burnham Blvd.
Columbus, GA 31907
Phone: (706) 571-9006
Fax: (706) 571-0105
Columbus@hinklesupply.com | ☐ 623 Wynn Road
Summerdale, AL 36580 Phone:
(251) 955-5930
Fax: (251) 955-5932
Summerdale@hinklesupply.com |
| | ☐ 1924 3 1st Street
Gulfport, MS 39501
Phone: (228) 864-3612
Fax: (228) 864-3679
Gulfport@hinklesupply.com |

APPLICANT: PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS FORM.

(1) APPLICANT REPRESENTS THAT THE INFORMATION GIVEN IN THIS APPLICATION IS COMPLETE AND ACCURATE AND AUTHORIZES US TO CHECK WITH CREDIT REPORTING AGENCIES, CREDIT REFERENCES AND OTHER SOURCES WE DEEM APPROPRIATE IN INVESTIGATING IT. (2) SIGNATORY MUST BE A PROPRIETOR, GENERAL PARTNER, OR OFFICER OF THE COMPANY WITH AUTHORITY TO ENTER INTO CONTRACTUAL AGREEMENTS TO BORROW MONEY. (3) THE PERSONAL GUARANTY SECTION MUST BE COMPLETED BY AN OWNER/OFFICER OR OTHER AUTHORIZED INDIVIDUAL. (4) ACCOUNT WILL NOT BE OPENED WITHOUT APPLICATION FILLED, SIGNED AND DATED IN ITS ENTIRETY.

HINKLE METALS & SUPPLY CO., INC.
APPLICATION & CONTRACT FOR CREDIT

Acct# _____ Date _____ Terms _____
Branch _____ CL _____ Slsm _____

All information below must be completed; the Terms and Conditions, and the Personal Guaranty must be executed before this Application is reviewed.

APPLICANT LEGAL NAME: _____

D/B/A: _____

- ☐ NEW ACCOUNT
☐ REVISION

MAILING ADDRESS: _____ ST: _____ ZIP: _____

SHIPPING ADDRESS: _____ ST: _____ ZIP: _____

- CHECK ONE:
☐ CORPORATION
☐ PARTNERSHIP
☐ PROPRIETORSHIP
☐ L.L.C.

TELEPHONE: _____ FAX: _____ CELL: _____

TYPE OF BUSINESS: _____ YEARS IN BUSINESS: _____ PREVIOUS BUS. NAME: _____

FEDERAL ID#: _____ EXPECTED MONTHLY PURCHASES \$ _____

DO YOU PAY BY: STATEMENT [] INVOICE [] SHOULD WE SEND STMT/INVOICES VIA: MAIL [] FAX [] EMAIL []

RATE OF TAX PAID: _____ TAX EXEMPT? [] SALES TAX EXEMPT#: _____ **(MUST INCLUDE CERTIFICATE)**

A/P CONTACT: _____ TELEPHONE: _____ EMAIL: _____

PO REQUIRED? [] JOB NAME REQUIRED? [] E.P.A CARD [] **(MUST ATTATCH COPY TO PURCHASE REFRIGERANT)**

ENTER YOUR STATE CERTIFICATION NUMBER _____ IS THIS CERTIFICATION ACTIVE? []

INFORMATION ON PRINCIPALS defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

NAME/POSITION **HOME ADDRESS** **PHONE** **SOCIAL SECURITY #** **DRIVER'S LICENSE#**

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding? _____

Has any judgment ever been entered against any of the companies or principals listed above? _____

Are there any legal actions or arbitration pending against any of the companies or principals listed above? _____

Explain: _____

CREDIT REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: _____ Account#: _____ Phone: _____

Address: _____ Contact Name: _____

Secondary Bank:

Name: _____ Account#: _____ Phone: _____

Address: _____ Contact Name: _____

TRADE REFERENCES

Name: _____ Account#: _____ Contact Name: _____

Address: _____ Phone: _____ Fax: _____

Name: _____ Account#: _____ Contact Name: _____

Address: _____ Phone: _____ Fax: _____

Name: _____ Account#: _____ Contact Name: _____

Address: _____ Phone: _____ Fax: _____

By submitting this Credit Application, Applicant authorizes Hinkle Metals & Supply Co., Inc. to investigate and obtain, verify and re-verify any credit history or credit reports.

Submitted by: _____ Title: _____ Date: _____

Please attach separate financial statement of assets and liabilities.

GUARANTY

<u>Real Estate Owned:</u>	<u>Value</u>	<u>Title in Name of</u>	<u>Balance Owning</u>	<u>Mortgage Holder</u>
Home	\$ _____	_____	_____	_____
	Address _____	_____	_____	_____
Business	\$ _____	_____	_____	_____
	Address _____	_____	_____	_____
Other	\$ _____	_____	_____	_____
	Address _____	_____	_____	_____

For good and valuable consideration received, and to induce Hinkle Metals & Supply Co., Inc. (HMS) to extend credit to the above named company, the undersigned, jointly and severally, guarantees and promises to pay any and all indebtedness, **including accrued interest** of the above named company, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by, or any attorney consulted with reference to, suit or otherwise. Customer expressly waives all rights of personal property exemption. Guarantors expressly agree to submit to personal jurisdiction in Alabama and agree that the forum for any litigation pursuant to the Guaranty or any other contract between Seller and Debtor shall be the County of either Shelby or Mobile, Alabama, whether suit is brought by Seller, Debtor, or Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of Alabama.

This is a continuing guaranty relating to any indebtedness including that arising under successive transactions. This guaranty will not apply to any indebtedness created after actual certified receipt by HMS of written notice of its revocation as to future transactions, except for indebtedness committed prior to the date of written notice. HMS has the authority to extend the time of payment of any indebtedness hereby guaranteed and to renew, modify, or accelerate the terms or provisions of the indebtedness or any part thereof, without notice and without releasing the liability of the undersigned. The undersigned waives any right to require HMS give a notice of indebtedness or default in payment. Nor will it be necessary for HMS to procure a judgment against the above named company before demanding the payment of which is hereby guaranteed. In the event the above company changes, modifies, or alters its legal or corporate status after the execution of this guaranty, said guaranty shall remain in full force and effect and binding upon the undersigned guarantor(s) of the above named company regardless of any corporate changes unless written revocation of the guaranty is received as required hereinabove.

Debtors and Guarantors agree that this Guaranty is provided not in payment of , but as additional security for and/or evidence of , obligations due to the Seller under existing Contracts and Credit Agreements with Debtor and that this Guaranty is not accepted in lieu of Seller's mechanic's lien, payment bond or other legal rights.

IN WITNESS WHEREOF, we have signed and sealed this Guaranty this ____ day of _____, 20__.

GUARANTOR(S): (Facsimile or stamped signature accepted as if it were an original)

Signature

Signature

Name (Printed)

Name (Printed)

Social Security Number: _____

Social Security Number: _____

Address: _____

Address: _____

TERMS AND CONDITIONS

I/we certify that this information is correct, complete and that we are able to pay within the terms stated on each invoice. No other terms & conditions will be accepted unless requested and accepted in writing. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit information from any other person or entities. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Seller, should Seller determine to supply materials or extend credit to Customer in the future.

Customer agrees that any amount not paid with in terms of invoice will carry interest at the rate of 11/2% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including pre-judgment reasonable attorney's fees, collection costs, interest, post judgment fees, interest, collection costs and all costs and fees related to appellate proceedings. Customer expressly agrees to submit to personal jurisdiction in Alabama and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of either Shelby or Mobile, Alabama. This Agreement shall be governed by and construed in accordance with the laws of Alabama.

Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Requested, no matter what person or entity ordered or used the material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from customer using or benefiting from the materials supplied. In the event other entities or individuals order materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller retains it mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Seller for signature that may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on this account, despite any advice to the contrary. Seller may change credit limits or other credit terms at any time, in its sole discretion.

Seller may stop the supply of materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Creditor may require, as part of the approval process in determining whether or not to extend credit to Customer, up to three year's of financial statements and/or tax returns to substantiate the financial ability of Customer to repay obligations incurred during the course of business with Creditor. Failure to provide such documentation within 15 days of receiving the request may result in denial of future credit privileges and/or reduction in credit granted. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any materials.

Applicant(s):

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title or Capacity: _____

Title or Capacity: _____

Date: _____

Date: _____

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF CREDIT DEPARTMENT