

# CREDIT AGREEMENT

**PLEASE MAIL ORIGINAL TO:**  
 M.A. INDUSTRIES, INC.  
 P. O. BOX 2322  
 PEACHTREE CITY, GA 30269

SALESMAN # \_\_\_\_\_  
 ANTICIPATED MONTHLY CREDIT REQUIREMENTS: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 PHONE: 770-487-7761  
 FAX: 770-487-1482

**CUSTOMER NAME:** \_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_ **COUNTY:** \_\_\_\_\_

**BUSINESS PHONE:** (\_\_\_\_\_) \_\_\_\_\_ **BUSINESS FAX:** (\_\_\_\_\_) \_\_\_\_\_

LEGAL ENTITY: [ ] CORPORATION: [ ] PARTNERSHIP: [ ] GOVERNMENT: [ ] **TAX EXEMPTION NO.:** \_\_\_\_ \*

**NATURE OF BUSINESS:** \_\_\_\_\_ **LENGTH OF TIME IN BUSINESS:** \_\_\_\_\_

**FEI#** \_\_\_\_\_ **OR, IF SOLE PROPRIETOR, SOCIAL SECURITY #** \_\_\_\_\_

**IF CORPORATION, NAME OF PRINCIPAL SHAREHOLDER:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_\_) \_\_\_\_\_

**IF PARTNERSHIP, NAME(S) OF GENERAL PARTNER(S):** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_\_) \_\_\_\_\_

**ADDRESS – IF DIFFERENT THAN BILLING ADDRESS:** \_\_\_\_\_

**IS YOUR COMPANY A DIVISION, SUBSIDIARY OR AFFILIATE OF ANY OTHER COMPANY:** \_\_\_\_\_

**IF YES, GIVE THE PARENT COMPANY NAME, ADDRESS AND OFFICER TO CONTACT:** \_\_\_\_\_

\* **MUST FURNISH COPY OF TAX EXEMPTION**

## CREDIT REFERENCES:

**BANK REFERENCE/PRIMARY BANKING INSTITUTIE: NAME** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PERSON TO CONTACT:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

**OIL COMPANY SUPPLIER: NAME** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

## OTHER SUPPLIERS:

**NAME:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

BY EXECUTION OF THIS AGREEMENT, CUSTOMER AND ANY GUARANTOR AGREE TO THE FOLLOWING: (1) TO PAY ALL INVOICES IN STRICT ACCORDANCE WITH THE TERMS STATED THEREON. **UNLESS OTHERWISE PROVIDED, TERMS OF PAYMNET SHALL BE NET 30 FOR ALL PRODUCTS.** (2) TO PAY A FINANCE CHARGE EQUAL TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH ON ANY PAST DUE BALANCE OR ALTERNATIVELY, THE HIGHEST AMOUNT ALLOWED BY APPLICABLE STATE OR FEDERAL LAW. (3) TO PAY A SERVICE CHARGE OF \$20.00 ON ANY RETURNED CHECK OR OTHER ITEM. (4) THAT THE EXTENSION OF CREDIT TO CUSTOMER IS AT THE SOLE DISCRETION OF M. A. INDUSTRIES, INC., AND, THAT THE EXTENSION OF CREDIT OR THE TERMS THEREOF MAY BE WITHDRAWN OR CHANGED BY M. A. INDUSTRIES, INC., IN ITS SOLE DISCRETION. (5) THAT IN THE EVENT CUSTOMER'S ACCOUNT IS PLACED FOR COLLECTION, CUSTOMER WILL PAY ALL COSTS OF COLLECTION ALLOWED BY LAW INCLUDING A REASONABLE ATTORNEY'S FEE. (6) THAT THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF GEORGIA. (7) THAT CUSTOMER WAIVES ANY RIGHTS TO EXEMPTION UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR ANY OTHER STATE BANK OR CREDIT REFERNCES SHOWN HEREIN FOR PURPOSES OF OBTAINING CREDIT INFORMATION AND TO ASSIST IN THE INVESTIGATION OF CUSTOMER'S CREDIT. (9) THAT M. A. INDUSTRIES, INC., HAS RELIED TO ITS DETRIMENT ON ALL INFORMATION PROVIDED HEREIN BY CUSTOMER. (10) THAT CUSTOMER WILL PROVIDE CURRENT FINANCIAL STATEMENT TO M. A. INDUSTRIES, INC., AS OFTEN AS REQUESTED.

CUSTOMER AUTHORIZES ANY BANK, COMMERCIAL BUSINESS OR OTHER PERSON WITH WHOM CUSTOMER HAS DEALT TO GIVE ANY AND ALL INFORMATION NECESSARY TO M. A. INDUSTRIES IN ITS CREDIT INVESTIGATION.

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COMPANY NAME

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BY

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TITLE

PLEASE SUPPLY US WITH A CURRENT FINANCIAL STATEMENT AND EXECUTE THE PERSONAL GUARANTY ATTACHED. OMISSION OF ANY REQUESTED INFORMATION ABOVE COULD RESULT IN DELAY OR DENIAL OF CREDIT APPLICATION.

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**PLEASE MAIL ORIGINAL SIGNED DOCUMENTS  
TO  
CREDIT DEPARTMENT**