



- GOLDSBORO
- WENDELL
- MEBANE
- MOREHEAD CITY
- MOUNT OLIVE
- KINSTON
- FAYETTEVILLE

CREDIT APPLICATION

A BUILDING TRADITION SINCE 1953
 OFFICE PHONE: 919.734.4074 EMAIL: creditmanager@gbsupply.net

INDIVIDUAL INFORMATION

FIRST NAME	MI	LAST NAME	DOB	SSN
SPOUSE FIRST NAME	SPOUSE MI	SPOUSE LAST NAME	SPOUSE DOB	SPOUSE SSN
PHYSICAL ADDRESS		CITY, STATE, COUNTY, & ZIP		
MAILING ADDRESS (IF DIFFERENT)		CITY, STATE, COUNTY, & ZIP		
PHONE	EMAIL		OWN YOUR HOME?	MARITAL STATUS
EMPLOYER NAME		EMPLOYER CONTACT (NAME, PHONE, & EMAIL)		
SPOUSE EMPLOYER NAME		SPOUSE EMPLOYER CONTACT (NAME, PHONE, & EMAIL)		

BUSINESS INFORMATION

LEGAL BUSINESS NAME			FEDERAL TAX ID
PHYSICAL ADDRESS		CITY, STATE, COUNTY, & ZIP	
MAILING ADDRESS (IF DIFFERENT)		CITY, STATE, COUNTY, & ZIP	
DATE ESTABLISHED	BUSINESS CONTACT	BUSINESS PHONE	BUSINESS EMAIL
PO REQUIRED?	TAX EXEMPT? (ATTACH EXEMPTION FORM)	ENTITY STATUS	CONTRACTOR LICENSE #

BILLING INFORMATION

ALL INVOICES, CREDITS, & STATEMENTS WILL BE EMAILED USING THE BELOW INFORMATION

ACCOUNTS PAYABLE CONTACT	PHONE	EMAIL
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FINANCIAL INFORMATION

SIGNING THIS APPLICATION GRANTS AUTHORITY TO THE FINANCIAL INSTITUTION LISTED TO RELEASE FINANCIAL INFORMATION

FINANCIAL INSTITUTION	CONTACT (NAME, PHONE, & EMAIL)	
APPROVED LOAN? (ATTACH COPY)	EVER FILED BANKRUPTCY? IF YES, PLEASE EXPLAIN.	CREDIT AMOUNT REQUESTED
REASON FOR ESTABLISHING CREDIT (REQUIRED)		

TRADE REFERENCES

LOWES, HOME DEPOT, ETC. ARE NOT ACCEPTABLE TRADE REFERENCES

BUSINESS NAME	ACCOUNT CONTACT (NAME, PHONE, & EMAIL)
BUSINESS NAME	ACCOUNT CONTACT (NAME, PHONE, & EMAIL)
BUSINESS NAME	ACCOUNT CONTACT (NAME, PHONE, & EMAIL)

JOB LOCATION

IF MULTIPLE JOBS, PLEASE ATTACH LIST OF ALL KNOWN

PHYSICAL ADDRESS	CITY, STATE, COUNTY & ZIP
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TERMS & CONDITIONS

1. UNLESS OTHERWISE STATED IN WRITING, CREDIT TERMS ARE NET 10TH PROX. MEANING, ALL INVOICES ARE TO BE PAID IN FULL ON THE 10TH OF THE MONTH FOLLOWING PURCHASE. THE ACCOUNT BALANCE IS PAST DUE ON THE 11TH OF THE MONTH FOLLOWING INVOICE DATE. PAYMENTS WILL BE APPLIED ACCORDING TO THE REMITTANCE. IF NO REMITTANCE EXISTS, GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES HAS THE RIGHT TO APPLY PAYMENTS HOWEVER DEEMED FIT.
2. GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES MAY IMPOSE A 1.5% MONTHLY FINANCE CHARGE IN THE EVENT OF LATE PAYMENT. THIS IS A MAXIMUM APR OF 18%. THE AFOREMENTIONED RATE ALSO APPLIES AFTER JUDGEMENT. FAILURE TO LEVY A FINANCE CHARGE SHALL NOT BE CONSTRUED AS A WAIVER UNLESS SPECIFICALLY AGREED TO IN WRITING.
3. ALL PAYMENTS MADE BY CREDIT CARD ARE SUBJECT TO A 2% PROCESSING FEE. THIS PROCESSING FEE IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.
4. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES RESERVES THE RIGHT TO DISCONTINUE SHIPMENTS IN THE EVENT INFORMATION IS OBTAINED BY GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES WHICH, IN ITS SOLE DISCRETION, GOLDSBORO BUILDERS SUPPLY CO., INC & FAMILY OF COMPANIES DEEMS TO WARRANT TERMINATION OF CREDIT; TO WITHDRAW OR AMEND ANY PART OR ALL ON ANY QUOTATION PRIOR TO ACCEPTANCE; AND TO CORRECT CLERICAL ERRORS OF ANY TYPE IN THIS OR SUBSEQUENT AGREEMENTS, INVOICES, OR STATEMENTS. THE AMOUNT OF CREDIT GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES EXTENDS IS SUBJECT TO CHANGE OR LIMITATION WITHOUT NOTICE, BEFORE OR AFTER DELIVERY OF AN ORDER. PAYMENT IN ADVANCE MAY BE REQUIRED AS A CONDITION PRECEDENT TO DELIVERY. PLAN ESTIMATES AND TAKE-OFFS ARE SOLEY ESTIMATES AND ARE NOT GUARANTEED.
5. IN THE EVENT OF A NAME CHANGE, LEGAL STATUS CHANGE, OWNERSHIP CHANGE, OR ANY OTHER CHANGE, THE CORPORATE CREDIT MANAGER OF GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES SHALL BE NOTIFIED IMMEDIATELY IN WRITING. ALL PURCHASES ARE BOUND BY THIS APPLICATION, WHETHER BEFORE OR AFTER AN EXTENSION OF CREDIT.
6. ALL SUMS DUE, OR THAT BECOME DUE, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, INTEREST, AND COSTS WHICH, MAY BE INCURRED BY GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES IN COLLECTION OF THIS ACCOUNT SHALL BE PAID BY THE APPLICANT.
7. UPON APPROVAL BY GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES, THIS APPLICATION CONSTITUTES A SALES AND PURCHASE AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY TO AND GOVERN ALL PURCHASES OF GOODS BY THE APPLICANT REGARDLESS OF ANY TERMS OF ANY PRECEDING OR SUBSEQUENT PURCHASE ORDER(S) OF THE BUYER AND REGARDLESS OF ANY REPRESENTATIONS OF ANY EMPLOYEE OF GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES, UNLESS SUCH TERMS AND CONDITIONS HAVE BEEN MADE BY AN OFFICER IN WRITING AND SIGNED.
8. THE INFORMATION CONTAINED IN THIS CREDIT APPLICATION IS TRUE TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE.
9. THE UNDERSIGNED HEREBY AGREES THAT THE TERMS AND CONDITIONS IN THIS APPLICATION HAVE BEEN READ AND UNDERSTOOD.
10. THE SIGNATURES BELOW REPRESENT AND WARRANTS THE PARTY SIGNING IS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY; AND THE INFORMATION PROVIDED HEREIN IS A COMPLETE AND ACCURATE REPRESENTATION OF THE FINANCIAL SITUATION AS OF THE DATE HEREOF. APPLICANT UNDERSTANDS GOLDSBORO BUILDERS SUPPLY CO., INC. & FAMILY OF COMPANIES IS RELYING ON THE INFORMATION PROVIDED TO MAKE A DECISION ON THE EXTENSION OF CREDIT TO THE APPLICANT, AND ANY MISREPRESENTATION WILL BE A BASIS FOR DEFAULT UNDER THIS AGREEMENT.

PLEASE PRINT, SIGN, & DATE BELOW IF YOU ARE APPLYING FOR AN INDIVIDUAL ACCOUNT

PRINTED NAME

SIGNATURE

DATE

SPOUSE PRINTED NAME

SIGNATURE

DATE

PLEASE PRINT, SIGN, & DATE BELOW IF YOU ARE APPLYING FOR A BUSINESS ACCOUNT

PRINTED NAME & TITLE

SIGNATURE

DATE

REQUESTED SALES REP

ALL BUSINESS ACCOUNTS MUST COMPLETE THE CONTINUING PERSONAL GUARANTEE OF CORPORATE INDEBTEDNESS FORM

CONTINUING PERSONAL GUARANTEE OF CORPORATE INDEBTEDNESS

THIS GUARANTEE (the "Guarantee") **dated this** _____ **day of** _____, _____, **BETWEEN:**

THE "GUARANTOR(S)" – Name & Mailing Address

Goldsboro Builders Supply Co., Inc. & Family of Companies – PO Drawer E, Goldsboro, NC 27533

THE "LENDER" – Name & Mailing Address

THE "DEBTOR" – Name & Mailing Address

IN CONSIDERATION OF good and valuable consideration, and any future credit that the Lender may extend from time to time to the Debtor, the receipt and sufficiency of which is hereby acknowledged, the Guarantor(s) guarantees the prompt, full and complete performance of any and all existing duties and obligations of the Debtor to the Lender and the payment of any and all indebtedness due to the Lender by the Debtor, under the terms of certain debt agreements, sometimes referred to as "Sales and Purchase Agreement" or "Agreement", and the following terms and conditions:

1. The Guarantor(s) guarantees that the Debtor will promptly pay the full amount of principal and interest of the debt under the Agreement (the "Debt") as and when the same will in any manner be or become due, either according to the terms and conditions provided by the Agreement or upon acceleration of the payment under the Agreement by reason of a default.
2. The Guarantor(s) agrees not to pledge, hypothecate, mortgage, sell or otherwise transfer any of the Guarantor(s)'s assets without the prior written consent of the Lender.
3. To the extent permitted by law, the Guarantor(s) waives all defenses, counterclaims or offsets that are legally available to the Guarantor(s) with respect to the payment of the Debt of the Debtor.
4. The Lender is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with any security securing the Debt without in any way impairing the obligation of the Guarantor(s).
5. The Lender will be under no obligation to collect or to protect any such security or the Debt, and its neglect or failure to collect or protect the security or the Debt is excused. Acceptance of the Guarantee is waived.
6. The Lender may grant extensions of time or other indulgences and otherwise deal with the Debtor and with other parties and securities as the Lender may see fit without in any way limiting or lessening the liability of the Guarantor(s) under this Agreement.
7. Any impairment of the security, which the Lender may from time to time hold as security for the Debt, will in no way operate to discharge the Guarantor(s) in whole or in part, it being specifically agreed that the Lender is not required to exercise diligence to enforce its rights against the Debtor.
8. The Lender may release, surrender, exchange, modify, impair, or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of the Debtor to the Lender, and may also settle or compromise any claim of the Lender against the Debtor or against any other person or corporation whose obligation is held by the Lender as collateral security for any obligation of the Debtor or the Lender.
9. This Guarantee is for the use and benefit of the Lender and will also be for the use and benefit of any subsequent Lender to whom the Lender may assign this Guarantee.
10. The liability of the Guarantor(s) will continue until payment is made of every obligation of the Debtor now or later incurred in connection with the Debt and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guarantee or any of the Agreement.

11. The Guarantor(s) further waives all rights, by statute or otherwise, to require the Lender to institute suit against the Debtor, and to exercise diligence in enforcing this Guarantee or any other instrument.

12. All present and future debts and liabilities of the Debtor to the Guarantor(s) are postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of the Debtor to the Lender. Upon any default by the Debtor under the Agreement, all present and future indebtedness of the Debtor to the Guarantor(s) is hereby assigned to the Lender and any monies thereafter received by the Guarantor(s) from the Debtor will be received in trust for the Lender and upon receipt are to be paid over to the Lender until such time as the Debt owed by the Debtor has been fully paid and satisfied.

13. The Guarantor(s) represents that at the time of the execution and delivery of this Guarantee nothing exists to impair the effectiveness of this Guarantee.

14. All the Lender's rights, powers, and remedies available under this Guarantee and under any other agreement in force now or anytime later between the Lender and the Guarantor(s) will be cumulative and not alternative, and will be in addition to all rights, powers and remedies given to the Lender by law or in equity.

15. The Lender may, at its option, proceed in the first instance against the Guarantor(s) to collect the obligations covered by this Guarantee without first proceeding against any other person, firm or corporation and without resorting to any property held by the Lender as collateral security.

16. This Guarantee is made pursuant to the laws of the State of North Carolina. In the event that this Guarantee must be enforced by the Lender, all reasonable costs and expenses, including attorney's fees, incurred by the Lender will be paid by the Guarantor(s).

17. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections in this Guarantee will not affect the validity or enforceability of the remaining portions of this Guarantee or any part of this Guarantee.

18. No alteration or waiver of this Guarantee or of any of its terms, provisions or conditions will be binding upon the Lender unless made in writing over the signature of the Lender or its representative.

19. Words of "Guarantee" contained in this Guarantee in no way diminish or impair the absolute liability created in this Guarantee.

20. Any notice to be given to the Guarantor(s) may be sent by mail, telephone, email or otherwise delivered to the address provided by the Debtor.

IN WITNESS WHEREOF the Guarantor(s) has duly affixed their signature under hand and seal, this _____ day of _____, _____.

(GUARANTOR SEAL)

(PRINTED NAME)

(GUARANTOR SEAL)

(PRINTED NAME)

SIGNATURES MUST BE NOTARIZED
SWORN BEFORE ME THE ____ DAY OF _____, _____
NOTARY _____
COMMISSION EXPIRES _____

PRINT THIS FORM TO BE NOTARIZED