



Established 1885  
**Randall Brothers**  
 PO Box 1678  
 665 Marietta Street, NW  
 Atlanta, GA 30371

*Proudly Serving the Southeast for Over 115 Years*

**Credit Application and Agreement  
 (Please Type or Print)**

Tel: 404/892.6666 • 800/476-4539 • Fax: 404/875.6102

**Narjoe Timber Company**

1415 Mecaslin, NW  
 Atlanta, GA 30309

**Contractor**

**Section I APPLICANT**

LEGAL NAMES(S) OF INDIVIDUAL(S) FIRM CORP HEREINAFTER REFERRED TO AS APPLICANT		PHONE NO.	FAX NO.
STREET ADDRESS		CITY	STATE ZIP CODE
<input type="checkbox"/> INDIVIDUAL(S)/SOLE PROP <input type="checkbox"/> GENERAL PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY CO (LC) <input type="checkbox"/> LIMITED PARTNERSHIP (LP)	<input type="checkbox"/> S CORPORATION <input type="checkbox"/> C CORPORATION IN THE STATE OF _____	
DATE STARTED	FEDERAL TAX ID NO. SOCIAL SECURITY NO.	PARENT COMPANY IF APPLICANT IS SUBSIDIARY (CITY/STATE)	
DESCRIPTION OF BUSINESS	DUNN'S NO.	SALES TAX EXEMPT ( ) YES ( ) NO IF YES, PLEASE ATTACH CERTIFICATE TO THIS APPLICATION	TAX EXEMPT CERTIFICATE NO.
EST MONTHLY PURCHASES CREDIT LIMIT DESIRED \$	ANNUAL SALES \$	YEAR ENDING	NET WORTH AS OF
ARE FINANCIAL STATEMENTS AVAILABLE FOR THE LAST TWO YEARS? _____ IF YES, PLEASE ATTACH COPIES TO THIS APPLICATION			

**Section II OFFICERS, PARTNERS OR OWNERS**

NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE
HOME ADDRESS	CITY	STATE	ZIP CODE
NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE
HOME ADDRESS	CITY	STATE	ZIP CODE
NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE
HOME ADDRESS	CITY	STATE	ZIP CODE
ACCOUNTS PAYABLE CONTACT NAME		SALESPERSON FROM RB	

**Section III BANKING**

COMMERCIAL BANK	COMPLETE ADDRESS	PHONE NO.
BRANCH	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	ACCOUNT NO. ACCOUNT BALANCE
CONSTRUCTION LENDER	COMPLETE ADDRESS	PHONE NO.
LOAN OFFICER	SUBDIVISION LOT BLOCK	ACCOUNT NO. LOAN AMT LINE OF CREDIT



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**Section IV SUPPLIER TRADE REFERENCES**

FIRM NAME	COMPLETE ADDRESS	PHONE	PRODUCT/SERVICES
1.		PH #: ----- Fax #:	
2.		PH #: ----- Fax #:	
3.		PH #: ----- Fax #:	
4.		PH #: ----- Fax #:	

Each person signing this document, individually and on behalf of Applicant if a separate legal entity, represents and warrants that he or she has full power, right and authority to bind Applicant hereunder and that the information provided above is true and complete and acknowledges receipt of a copy hereof. Photocopied or telecopied signatures have the full force and effect of original signatures. **APPLICANT ACKNOWLEDGES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CREDIT APPLICATION AND AGREEMENT.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Applicant has caused this document to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Applicant: By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Print Name and Title: \_\_\_\_\_

Individual Applicant: \_\_\_\_\_ (Seal)



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## **TERMS AND CONDITIONS**

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Applicant, to induce Randall Brothers, Inc. ("RB") and its subsidiary Narjoe Timber & Supply Company to consider providing goods on credit to Applicant, hereby agrees for itself, its successors and permitted assigns, that the following terms and conditions shall apply to all sales of goods (the "Goods") by RB to Applicant:

### **Credit Information:**

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which RB may from time to time make inquiry to provide to RB such financial and trade information, as RB deems necessary and appropriate to make credit decisions. RB has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event RB in its sole discretion, finds Applicant's financial condition to be unsatisfactory Applicant shall upon request, provide to RB financial, trade and litigation information. Applicant authorizes RB to furnish information about Applicant to credit reporting agencies and others who may lawfully receive information.

### **Sales Payment And Effect Of Agreement:**

2. RB will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to RB within fifteen (15) calendar days from the date of such invoice of any objection to the Goods listed or the receipt thereof, that such purchase was unauthorized or of any other objections, all such objections shall be deemed waived. Applicant waives any and all right to set off claims that it may assert against RB and/or to withhold payment to RB based on a claim that RB is indebted to Applicant. No claim asserted by Applicant against RB shall relieve Applicant of its obligations to make timely payment to RB. It is agreed that if delivery is made to a job site and no one is there to sign a delivery receipt, the obligor is obligated to pay the invoice or invoices if an affidavit is given under oath stating the goods were delivered.

3. Except as otherwise set forth in a RB invoice, payment is due within ten (10) calendar days from the last day of the month in which the invoice is rendered. If timely payment is not made, the account shall be past due. Applicant agrees that all amounts past due shall bear interest at 1.5% per month both pre- and post- judgment until paid and agrees to pay to RB in addition to the amount due, attorneys' fees of twenty percent (20%) of the amount due, or the maximum amount allowed by law, whichever is greater, and cost, in the event the account is given to an attorney for collection and also to pay any and all attorneys' fees and costs associated with post-judgment collection. If any subsidiary of or entity otherwise related to Applicant seeks to purchase from RB on credit, such entity must become a party to a separate Credit Application/Agreement with RB, in the absence of such a Credit Application/Agreement any invoice issued to such entity, the terms of this Agreement shall apply and Applicant shall be liable for payment for all Goods shipped by RB to every entity. Acceptance by RB of payment from any party other than Applicant shall not affect the liability of Applicant hereunder or under any invoice issued to applicant.

4. This Agreement shall be deemed fully executed and performed in Fulton County, Georgia and will be governed and construed in accordance with the laws of Georgia may institute legal proceedings against Applicant in any court having jurisdiction of the parties, but Applicant hereby consents to personal jurisdiction in Georgia and to venue in any state or county court in Fulton County, Georgia and understands that such consent is a material inducement to RB to extend credit to Applicant.

5. This Agreement contemplates multiple sales of Goods for incorporation by Applicant into one or more improvements located on one or more subdivided or otherwise legally distinct lots, units or parcels of real property. Applicant agrees that, on the basis of the information provided by the Applicant, RB may designate on the invoice for all Goods the lot, unit or parcel into which the Goods were to be incorporated and that such designation, in sole discretion, shall be conclusive and binding as to the use of such Goods unless Applicant provides to RB in writing a correction of such designation within fifteen (15) calendar days from the date of such invoice. Applicant further agrees that all sales designated as aforesaid to a particular lot, unit or parcel, from the first sale to the last sale, shall be deemed to be a part of one supply contract applicable to such lot, unit or parcel for purposes only of determining any time requirements applicable to enforcement by RB of any lien or collection rights against such lot, unit or parcel or other rights of collection for such sales.



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6. Any waiver or non-enforcement by RB of a breach, default or term under this Agreement shall not be deemed a waiver of any sequent breach or default or enforcement of such term and RB shall only be deemed to have given such waiver in a writing executed by RB providing for such waiver. If any provision of this Agreement is waived by RB or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.

7. This Agreement contains the entire agreement and understanding between RB and Applicant with respect to the sale of Goods by RB to Applicant (other than payment terms and delivery dates to be set forth in RB invoices), supersedes all prior agreements, commitments, representations and discussions between RB and Applicant and is not assignable by Applicant without the prior written consent of RB. No modification, amendment of or addition to this Agreement will be binding on RB unless such modification amendment or addition is in writing executed by RB. Without limitation of the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant to RB and the terms hereof interpreted by reference to any course of dealing between RB and Applicant or industry practice. The headings of sections hereof are for reference only and shall not alter or affect the terms hereof. Any action by Applicant instituted against RB arising from Goods sold must commence within one (1) year from date of delivery of the subject Goods.

### **Nonconforming Goods, No Warranty By RB And Indemnification Of RB**

8. Applicant shall have seven (7) calendar days form the date of delivery to reject Goods as nonconforming. Such rejection must be in writing received by RB within such seven (7) calendar days and specify the Goods rejected and the specific nonconformity asserted and the subject Goods must be received by RB within ten (10) calendar days from the initial date of delivery. All Goods not so rejected shall conclusively be deemed to be have been accepted. In order to effect such rejection, the original invoice or other proof of purchase by Applicant must accompany the Goods returned. Physical acceptance by RB of Goods returned shall in no way be deemed agreement by RB of any claim by Applicant of non-conformity.

9. RB shall have a reasonable time after receipt of proper notice of rejection of nonconforming Goods or of revocation of acceptance of nonconforming Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by RB in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicants account.

10. If applicant is responsible in determining the Goods it chooses to purchase and for what purpose those goods will be used, and applicant will not be relying on the skill or judgment of RB to select or furnish Goods suitable for any particular purpose. RB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Applicant agrees that its sole and exclusive remedy against RB for defective or nonconforming Goods shall be repair or replacement of such Goods, or refund of purchase price with the remedy to be selected by RB in its sole discretion. Applicant hereby waives all other remedies, and in no event shall RB be liable for any negligence of general, incidental, special, consequential or other damages suffered by Applicant or any other party for profit sales, labor, injury to person or property or any other loss. RB may deliver certain third party manufacturer warranties to Applicant to RB shall have no liability under such warranties.

*11. APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING BUT NOT LIMITED TO PAYMENT OF ATTORNEYS' FEES) RB, ITS EMPLOYEES, AGENTS, AFFILIATES AND PARENT CORPORATIONS, FROM AND AGAINST ALL CLAIMS AND COSTS (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, INJURY TO PERSON OR PROPERTY AND/OR OTHERWISE AND WHETHER ASSERTED BY ANY CUSTOMER OF APPLICANT OR BY ANY OTHER PARTY, LOSSES, LIABILITY GENERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ASSERTED AGAINST OR INCURRED BY RB, ITS EMPLOYEES, AGENTS, AFFILIATES AND/OR PARENT CORPORATIONS WITH RESPECT TO THE GOODS AND/OR RELATED ACT, ERROR OR OMISSION.*

\_\_\_\_\_  
**DATE:** \_\_\_\_\_



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Gentlemen:

For the consideration of \$5.00 paid to the undersigned, or each of the undersigned if more than one have signed, receipt of which is hereby acknowledged, we (including each of the undersigned jointly and severally), for the further purpose of seeking to induce both of you, or either of you, as the case may be, to extend credit to

\_\_\_\_\_, for materials and supplies to be purchased, giving to such extensions of credit, do hereby guarantee to both of you, or either of you, if only one of you extends such credit, the prompt payment according to the terms of all obligations to you or either of you of said person, firm or corporation to whom such credit is extended, up to the principal amount of \$ \_\_\_\_\_. (If no amount is filled in this space, our guarantee shall not be limited in amount). We further agree, jointly and severally, that if any such indebtedness is not paid promptly when due, we will immediately, upon demand, make payment in full of such obligations. No act or omission of either of you shall in any manner impair our obligations hereunder, and there shall be no waiver of any rights of either of you without your written concurrence; and a waiver on one or more occasions shall not be construed to be a waiver on other occasions not specifically covered in any such writing. Our liability hereunder shall not exist for materials or supplies purported to be purchased, without regard to the actual authority of the officer or agent upon whose direction such purchases may be made.

The guaranty shall apply even though the amount due may vary from time to time, up or down, and even though from time to time, no liabilities shall be outstanding. This is a continuing guaranty, and shall remain in force until you shall receive a written notice revoking it as to one or more of the undersigned. No revocation shall release any obligations then in existence, or extensions or renewals thereof. This instrument may be treated as a guaranty or a suretyship at your option, with rights to proceed against the undersigned, or any of them, without first proceeding against the principal, on whose behalf the credit has been extended.

This guaranty shall likewise cover indebtedness of the above named company whose indebtedness is hereby guaranteed even though such indebtedness is already outstanding and owing to you.

We hereby waive notice of acceptance of this guaranty, or of the creation, existence or renewal of any of the obligations referred to herein, or of defaults in the payment of any such obligations. We also waive rights to require you to take action against said principal as provided for in Section 103-205 of the Code of Georgia (1933).

You are authorized, without affecting the liability of any of the undersigned hereunder, at any time to surrender any property of other security of any kind or nature held by you securing any part of the liabilities covered hereby, or to substitute any collateral you may determine to be in your interest, without notice to or further consent from me. The obligations of the undersigned hereunder shall survive our deaths, and shall be binding upon our estates. This instrument shall be interpreted in accordance with the laws of Georgia.

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 Guarantor

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 Guarantor

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
 Guarantor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary



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Residence of Guarantors: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Residence of Guarantors: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

I hereby give Randall Brothers, Inc. permission to draw consumer credit reports on the owners or officers of the company applying for credit on the attached credit application and I understand that a service charge of 1.5% will be added to all Past Due Accounts.

Signed Guarantor #1 \_\_\_\_\_ Date: \_\_\_\_\_

Signed Guarantor #2 \_\_\_\_\_ Date: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary  
Seal

My Commission Expires: \_\_\_\_\_