

Credit Application for McEver Group, LLC.

4265 McEver Industrial Drive, Acworth, Georgia 30101-3771

Fax (407) 857-3290

Full Legal Name _____

Mailing Address _____ City _____ State _____ Zip _____

Physical Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____ A/P Contact _____

Business Entity Type _____

Date Established _____ E-Mail _____ Website _____

Proprietorship _____ Partnership _____ Corporation _____ LLC _____ Other _____

Federal I.D. Number _____

Chief Executive Officer, Chief Operating Officer or Designated Officer:

Name	Title/Position	Direct Contact Telephone
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_____	_____	_____
_____	_____	_____

Sales Tax Exempt Number (**certificate attached**) _____ State _____

Number of Employees: Office _____ Shop _____

Do you own the building where your business is located? Yes No

Dun & Bradstreet Number _____ Rating _____ Credit Line Required _____

Trade References

Address

Telephone

_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank Reference:

Bank Name	Address	Telephone
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_____	_____	_____
Bank Officer	Account Number	Type of Account

Prior Entity Owned:

Entity Name _____

Entity Address _____

Please provide a current financial statement. (Please attach)

The undersigned certifies that the above information is correct, which being is submitted for the purpose of obtaining credit. The undersigned agrees to comply with all terms and conditions, as set forth in Seller's General Terms of Sale. If the applicant is a Company or a Corporation, the undersigned agrees and warrants that he/she has full authority to enter into a binding agreement on behalf of the Company or Corporation and the undersigned agrees to be personally liable for payment of the account to the same extent as the Company or Corporation. All invoices over 30 days old shall bear interest at 18% per annum.

Date _____ Authorized Signature _____

Printed Name/Title _____ Company or Corporation _____

Seller's General Terms of Sale

OFFER TO SELL. This document contains Seller's General Terms of Sale of McEver Group, LLC (hereinafter "Seller"). Any Purchase Order issued in response to this Offer to Sell is considered to be Buyer's acceptance of Seller's General Terms of Sale. Agreements which differ from the terms contained herein must be in writing and signed by Seller. Seller's Order Confirmation issued in response to Buyer's Purchase Order is an acceptance of the Purchase Price pursuant to the terms contained herein. No terms, provisions, or conditions of Buyer's Purchase Order shall vary Seller's General Terms of Sale, unless expressly agreed to by Seller, in writing.

PAYMENT TERMS. The terms of delivery shall be as stated in Seller's Order Confirmation. If no specific terms of delivery are stated, Seller supplies metal processing or goods as soon as is practicable. Partial deliveries shall be permitted. Seller intends to honor delivery commitments, however, delivery times shall be considered as a guideline only. Delays shall not entitle Buyer to withdraw from the contract. The terms of payment are one percent (1%) ten (10) days, net thirty (30) days from the date of sale, unless otherwise expressly agreed to by Seller, in writing. Past due accounts shall accrue interest charges at a rate of one and one-half percent (1.5%) per month if not paid within thirty (30) days. Past due accounts over sixty (60) days delinquent shall be placed on a cash only basis. Should it become necessary to place the past due account for collection, suit or other legal proceedings, the undersigned agrees on behalf of the Company or Corporation to pay all costs and expenses of collection, suit or other legal actions, including reasonable attorneys' fees. Buyer grants Seller a security interest in all of Buyer's processed and unprocessed inventory in Seller's possession to the full extent of any amounts owed by Buyer to Seller.

WARRANTY. Seller makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, and all such warranties are expressly disclaimed. In no event shall Seller or its Affiliated Companies be liable for incidental, special or consequential damages, beyond replacement or credit for the goods or services provided.

LIMITATION OF LIABILITY. Seller shall not be liable, whether arising under contract, tort, strict liability, or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, cost of money, loss of use of equipment, capital or revenue, or for any economic or consequential loss or damage. Seller's maximum liability whether arising from breach of contract, tort, strict liability, breach of warranty or otherwise shall be limited to the Purchase Price of the goods or services provided.

GOVERNING LAW. The laws of the State of Georgia shall govern any contract resulting from this Offer to Sell. The undersigned hereby waives on behalf of the Company or Corporation, any and all privileges, rights, claims or objections relating to jurisdiction and venue, and further, the undersigned consents on behalf of the Company or Corporation to jurisdiction in the Superior Court of Cobb County, Georgia for any action concerning collection of past due accounts or interpretation of Seller's General Terms of Sale. This Document shall be enforced and interpreted in accordance with the laws of the State of Georgia without regard to the application of conflict of laws. Buyer consents to the jurisdiction of the courts of Georgia with venue in the Superior Court of Cobb County for resolution of any and all disputes related to or arising under this Document.

SEVERABILITY. If any term or provision of this Document shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Document and such provision shall be limited and construed as if such invalid, illegal or unenforceable term or provision were not contained in this Document.

INTEGRATION. This Document constitutes and contains the entire and complete agreement between Buyer and Seller, and supersedes and cancels any prior agreements or understandings, oral or written, between the parties relating to the subject matter of this Document.

AMENDMENTS. This Document may not be altered, amended, modified, terminated, waived, released or discharged, unless expressly agreed to by Seller, in writing.

REPRESENTATIONS

- (a) Buyer is a _____ organized under the laws of the State of _____.
Buyer's mailing address is _____,
_____ its
organizational number is _____ and its EIN number is _____.
- (b) Buyer represents that Buyer has not used any trade names within the last five (5) years other than as follows: _____.
- (c) Buyer represents that Buyer's correct legal name is _____ and that Buyer is duly organized on the public record of the State of _____ as a _____.
- (d) Buyer represents that Buyer's sole place of business/chief executive office at present and for the previous five (5) years is located at _____.

The undersigned certifies that the above information is correct, which being is submitted for the purpose of obtaining credit. The undersigned agrees to comply with all terms and conditions, as set forth in Seller's General Terms of Sale. If the applicant is a Company or a Corporation, the undersigned agrees and warrants that he/she has full authority to enter into a binding agreement on behalf of the Company or Corporation and the undersigned agrees to be personally liable for payment of the account to the same extent as the Company or Corporation. All invoices over 30 days old shall bear interest at 18% per annum.

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Printed Name/Title _____

Company or Corporation _____