

Ozark Rebar, LLC

245 S Broadview St, Greenbrier, AR 72058
(501) 679-5564 Fax (501) 679-5566



CREDIT APPLICATION

COMPANY NAME _____ CORP _____ SOLEPROP _____ PRTNSHP _____
OWNER _____ SS# _____ - _____ - _____
PRESIDENT _____ SS# _____ - _____ - _____
MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____
STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE (____) _____ - _____ EMAIL _____ CELL (____) _____ - _____
CONTRACTOR'S LICENSE # _____ STATE _____ EXP. _____
FEDERAL ID# _____ TAX EXEMPT _____ YES _____ NO (IF YES, PROVIDE CERT)
BONDING AGENT _____ PHONE (____) _____ - _____
AGENT'S ADDRESS _____ CITY _____ STATE _____ ZIP _____
PERSON RESPONSIBLE FOR ACCOUNTS PAYABLE _____

CREDIT REFERENCES (3 REFERENCES MINIMUM)

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>EMAIL</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

BANKING INFORMATION

NAME _____ ADDRESS _____ CITY _____ STATE _____
ACCOUNT # _____ CONTACT _____ PHONE (____) _____ - _____

CERTIFICATION: The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Ozark Rebar, LLC is hereby authorized to investigate and verify any information provided and inquire of references or others as to credit worthiness; (4) Ozark Rebar, LLC may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS AND CONDITIONS and agree to notify Ozark Rebar, LLC, in writing via certified mail, of any material change in name, ownership, location, corporate status, or financial condition within five (5) days. If applicant is a partnership or sole proprietorship, then I authorize Ozark Rebar, LLC to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

SIGNATURE _____ TITLE _____ PHONE (____) _____ - _____
PRINTED NAME _____ DATE _____

TERMS AND CONDITIONS

1. **Definitions.** "Buyer" means the Applicant or Customer identified on the previous page. "Ozark Rebar" means Ozark Rebar, LLC.
2. **Payment Terms.** Unless otherwise stated, payment is due each month by the 10th for purchases made the previous month. Balances not paid by the last calendar day of that same month will be considered past due. All payments on sales shall be made to Ozark Rebar. A service charge will be charged on past due balance of the lesser of 10% per annum or maximum rate allow by law. Unpaid service charges will be considered past due. Ozark Rebar reserves the right at any time to change terms of payment, withdraw credit or require full or partial payment in advance. Buyer agrees to provide such additional information and documentation as may be requested by Ozark Rebar from time to time to verify Buyer's creditworthiness. If Buyer fails to make any payment to Ozark Rebar when due, the Buyer's entire account(s) with Ozark Rebar shall become immediately due and payable, and Ozark Rebar may repossess and remove any such product without notice or demand or may require Buyer to assemble the collateral and make it available to allow Ozark Rebar to take possession. In the event of default in payment and if same is placed in the hands of an attorney for collection, Buyer agrees to pay all costs of collection, including reasonable attorneys' fees.
3. **Security.** To secure payment and performance of all obligations, Buyer hereby grants Ozark Rebar a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Ozark Rebar, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Buyer by Ozark Rebar, wherever located, now owned and hereafter acquired including but not limited to all fabricated rebar, black rebar, tie wire, wire mesh, rebar supports, cages, mats, and all other rebar accessories.
4. **Delivery.** Delivery dates are approximate and Ozark Rebar shall not be liable for any damage or penalty due to delays in delivery. Without limiting the generality of the foregoing, Ozark Rebar shall not be liable for any delay due to the acts of the Buyer, acts of non-performance of suppliers, strike, difference with workmen, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdown, laws, regulations, orders or acts of any governmental body or cause, direct or indirect, resulting from circumstances beyond Ozark Rebar's reasonable control. In such event, delivery dates shall be deemed extended for a period equal to such delays. Orders are not subject to cancellations, delay or revision, in whole or in part, without approval of and upon terms agreed to by Ozark Rebar and with full compensation to Ozark Rebar for any loss sustained by reason of such cancellation, including a reasonable allowance for profit. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. If delays due to Buyer's fault exceed 60 days in the aggregate, the entire purchase shall be due and payable to Ozark Rebar on demand.
5. **Risk of Loss and Shortages.** After delivery by Ozark Rebar to Buyer, or if Ozark Rebar utilizes the services of a carrier or delivery service upon delivery to said carrier or delivery service, Buyer assumes all risk of loss or damage to products for any cause whatsoever. Claims against Ozark Rebar for shortages must be made in writing within 72 hours after receipt by Buyer and any claim made thereafter shall be barred. Any claims for loss of or damage to products in transit should be made promptly and directly to the carrier and not to Ozark Rebar which shall have no liability therefor.
6. **No Warranty by Ozark Rebar.** The merchandise supplied hereunder is covered by and is subject to the terms and conditions of any applicable manufacturer's warranty. **OZARK REBAR GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESCRIPTION, QUALITY, PRODUCTIVENESS, FREEDOM FROM NON-INFRINGEMENT, OR ANY OTHER MATTER, OF THE MERCHANDISE SOLD HEREUNDER, AND OZARK REBAR SHALL IN NO WAY BE RESPONSIBLE OR BE LIABLE IN DAMAGE, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR OCCURRING IN CONNECTION WITH THE DELIVERY, USE, PERFORMANCE OF SERVICE OF THE MERCHANDISE SOLD HEREUNDER.** Buyer further agrees that Ozark Rebar will not be liable for any lost profits or for any claim or demand against Buyer or any other party. **IN NO EVENT WILL OZARK REBAR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF OZARK REBAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** The risk or loss or damage with respect to any merchandise supplied by Ozark Rebar to Buyer will be borne exclusively by Buyer. Ozark Rebar's aggregate liability for damages under this agreement shall in no case exceed the purchase price paid by Buyer for the particular item of merchandise involved. All claims for obvious defects, shortages, or delays relating to the merchandise sold hereunder, must be made in writing to Ozark Rebar within seventy-two (72) hours of receipt of such merchandise and Ozark Rebar shall not be liable for any claims not made within such time period.
7. **Product Returns.** All returns shall be in merchantable condition and subject to prior authorization of Ozark Rebar. Returns of non-stock items will also be subject to prior authorization from the manufacturer and subject to manufacturer's terms. Buyer will be responsible for all freight charges. A 25% handling charge will apply within 21 days of receipt. No credit will be granted after 21 days from receipt.
8. **Business Credit.** If Buyer's application for business credit is denied or other actions are taken, Buyer will have the right to a written statement of the specific reasons for denial. To obtain this statement, Buyer may contact Ozark Rebar at PO Box 31 Enola, AR 72047, Attn: Credit Manager, within 60 days after the date Buyer is notified of Ozark Rebar's decision. Ozark Rebar will send Buyer a written statement of reason(s) for the denial within 30 days after receiving Buyer's written request.
9. **Entire Agreement.** The terms and conditions contained herein constitute the entire agreement between Buyer and Ozark Rebar. There are no other terms applicable to this agreement whether contained in any purchase order or confirmation or other document of Buyer or through course of dealing or otherwise, and Ozark Rebar hereby gives notification of objection to any terms or conditions in addition to or different from those contained herein. No delay in enforcement of or failure to enforce any terms hereof shall be considered a waiver thereof by Ozark Rebar or a modification of these terms.

GUARANTOR

PRINT

SIGNATURE: _____ NAME: _____ SSN: _____ DATE: _____