

MORRISON est. 1922 BROS.

**PROFESSIONAL
BUILDING SUPPLY**

Morrison Brothers Building Center LLC

267 Corban Ave., SW

Concord, North Carolina 28025

Phone 704.792.2222 Fax 704.792.2255

www.morrisonbrothers.net

COMMERCIAL CREDIT APPLICATION

Date: _____

Business Name: _____

(enter full and complete legal name)

Business Type (check one): ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship

Date Entity Established: _____ Licensed Contractor (state/license #): _____

Physical Address: _____

Billing Address: _____

Federal Tax ID: _____ **Anticipated Monthly Purchases:** _____

Receivables Contact/Phone/Email: _____

PRINCIPAL INFORMATION (1):

Owner/Officer Name: _____ Title: _____

Home Phone #: _____ Cell #: _____

Home Address: _____

SSN: _____ E-Mail: _____

PRINCIPAL INFORMATION (2):

Owner/Officer Name: _____ Title: _____

Home Phone #: _____ Cell #: _____

Home Address: _____

SSN: _____ E-Mail: _____

ACCOUNT RESTRICTIONS & INSTRUCTIONS:

Tax Exempt ☐ YES ☐ NO If yes, Certificate #: _____ (Certificate must be attached)

Purchase Order Required ☐ YES ☐ NO

AUTHORIZED PURCHASERS: Anyone is authorized to make purchases on this account, without limitation, unless Morrison Brothers Building Center LLC is notified in writing that only specified individuals are authorized to charge.

BANK REFERENCE:

Bank Name: _____ Location: _____

Acct Type: _____ Contact Name: _____

Email/Phone/Fax: _____

TRADE REFERENCES:

	NAME	LOCATION	PHONE	ACCT NO
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____

CREDIT TERMS AND CONDITIONS OF SALE: Please read and sign below indicating your agreement to the following:

- Unless otherwise stated in writing, credit terms are 1% 10th; net 11th.
- Applicant authorizes purchases and/or deliveries to be made without signature. Delivery of merchandise to the jobsite constitutes delivery to the customer regardless of whether customer or its agent is on site at the time of delivery
- No materials are to be returned or credit allowed without Morrison Brothers Building Center's (herein referred to as "Seller") prior authorization. All returned merchandise must be resalable and not used or damaged. Seller reserves the right to inspect materials returned for credit and to reject materials that are damaged. Manufactured and special order items may NOT be returned for credit. A 20% restocking charge may be assessed on all accepted returns. All returns for credit must be accompanied by a purchase receipt.
- All claims related to nonconforming or defective goods or materials must be made in writing within five days of delivery. Any claims for adjustment or correction of billings must be made within five days of receipt of invoice.
- Seller may impose a finance charge in the event of late payment. Applicant agrees to pay a 1.5% late charge per month on all past due balances (18% Annual Percentage Rate). In conformity with N.C.G.S. 24-5, the aforementioned rate applies before and after judgment. Failure by Seller to levy a finance or late charge shall not be construed as a waiver unless specifically agreed to in writing.
- Prices are subject to change without prior notification.
- A Financial Statement may be requested at Seller's sole discretion. Seller reserves the right to discontinue shipments in the event information is obtained by Seller which, in its sole discretion, Seller 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 Seller 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 takeoffs are solely estimates and are not guaranteed.
- In addition to other remedies available by law, I/we agree that Seller may declare this account in default and demand immediate payment of all sums due on the account if any charge hereunder is not paid in full within 30 days.
- I/we personally and individually, unconditionally and irrevocably agree to be directly and primarily liable and to pay on demand all sums due or becoming due hereunder, including but not limited to any reasonable attorney's fees, interest, and costs which may be incurred by Seller in collection of this account.
- Upon acceptance by Seller, 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 Applicant and regardless of any oral promises of any employee of Seller, unless such terms and arrangements have been made by an officer of Seller in writing and signed.
- This Agreement constitutes an authenticated security agreement for any goods unpaid for by Applicant; Seller may file a financing statement if it deems any debt insecure.
- Seller does not make any warranties, express or implied, as to the condition or quality of the goods delivered pursuant to this Agreement. Applicant agrees to hold Seller harmless for all defects, known and unknown, in the event nonconforming goods are tendered by Seller to Applicant. Any warranties are solely those provided by the manufacturer(s) of the goods, which will be provided upon request. Applicant should not accept delivery of any materials which are not in good order.
- Applicant agrees to notify Seller in writing via certified mail, return receipt requested, within seven (7) days upon the change of any information given to Seller in this application, including company name, ownership or legal status.
- In the event any provision or part of the Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

- This Agreement may be terminated by the Applicant upon written notice, delivered via certified mail, return receipt requested to Seller and upon payment in full of all outstanding balances due and owing on the account. Seller may terminate credit as set out herein or by written notice to Applicant. This Agreement shall remain in effect until all outstanding amounts are paid in full.
- Any dispute arising under this Agreement shall be governed by the laws of the State of North Carolina. All legal proceedings arising out of or relating to this Agreement shall be brought in the courts of the State of North Carolina sitting in the County of Cabarrus, or, at the Seller's election, if it has jurisdiction, in the United States District Court for the Western District of North Carolina, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the legal proceedings shall be heard and determined only in any such court and agrees not to bring any legal proceedings arising out of or relating to this Agreement or any transaction contemplated herein in any other court. The parties waive any objections to venue or to convenience of forum. Process in any legal proceedings referred to in the first sentence of this section may be served on any party anywhere in the world. Each party hereby waives any objection that such party may now or hereafter have that such action was brought in an inconvenient venue and agrees not to plead or claim the same.
- I/we warrant that the information contained in this credit application is true to the best of my knowledge. The Applicant(s) hereby represent(s) that none of the credit extended by Seller is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes only. The Applicant agrees that a copy of the signed original of this Agreement transmitted by electronic means to Seller shall be binding and have the same force and effect as the signed original. I/we agree to be bound by this Agreement for any orders of goods transmitted by electronic means to Seller.
- **Applicant hereby authorizes Seller to make inquiry of all trade and bank references listed herein for the purpose of evaluating creditworthiness.**
- If this line is initialed by the parties _____, please see the attached Addendum for further terms and conditions.
- The undersigned hereby agree that I/we have ready and fully understand the terms and conditions of this Agreement.

FCRA NOTICE: The undersigned authorize(s) and instructs Seller to obtain a consumer credit report on owners and/or principals of the Applicant for the purpose of evaluating the creditworthiness of the Applicant, in connection with this Application. The undersigned, as individuals, hereby acknowledge consent to the use of such credit report consistent with the Fair Credit Reporting Act. This shall be a continuing authorization for Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

PRINCIPAL(S) SIGNATURE:

SIGNATURE

TITLE

PRINTED NAME

DATE

SIGNATURE

TITLE

PRINTED NAME

DATE

CONTINUING PERSONAL GUARANTY: For value received and in consideration of Morrison Brothers Building Center LLC extending credit to and selling goods to the Applicant, the undersigned waives notice, presentment, protest and notice of dishonor, and hereby personally and unconditionally guarantees payment of any sums of money as may now be due or may hereafter become due for Applicant to Seller, including interest, late fees, reasonable attorney fees, court costs and/or other costs of collection. This guaranty is a guaranty of payment and not of collection. Any indebtedness of the Applicant to the undersigned now or hereafter existing, together with any interest thereon is hereby, deferred, postponed and subordinated to the debt owed to the Seller.

INDIVIDUAL SIGNATURE

DATE

PRINTED NAME

INDIVIDUAL SIGNATURE

DATE

PRINTED NAME

