



1581 STONE RIDGE DRIVE
 STONE MOUNTAIN, GA 30083
 770-939-4113
 770-939-4115 (FAX)

CREDIT APPLICATION & GUARANTY

Initial Credit Line: _____

Approved By: _____
 (To be completed by an officer of Century Woodwork Inc.)

Company Information:

 (Company Name) Is This a Subsidiary or Division of another Company? YES NO
 (if YES, state name & address of parent company below)

(Physical Shipping Address) (Business Name, Street Address, City, State, Zip)

(Mailing Address (if different than above)) (City) (State) (Zip Code)

(Contact Person) (Title) (E-Mail Address) (Company Website)

(Contact Phone #) (Company Fax #) (Sales Tax ID#)

Type of Business / Kind of Ownership: Sole Propriety Corporation Sub-S Corporation Partnership
 Limited Liability Other If Other, please define: _____

Date of Establishment: _____ Type of Credit Desired: C.O.D. Credit Line Amount Desired: \$ _____

Are Purchases Tax Exempt?: YES NO If YES, please attach a copy of your tax exemption certificate P.O. Required?: YES NO

Company Officers / Owners / Principals:

_____ (Name of Principal)	_____ (Title / Position)	_____ (Social Security #)	_____ (Evening Phone #)
_____ (Name of Principal)	_____ (Title / Position)	_____ (Social Security #)	_____ (Evening Phone #)
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References: (Firms Currently Extending Credit)

Bank Reference(s):

_____ (Name of Bank)	_____ (Telephone #)	_____ (Fax #)	_____ (Account Contact)
_____ (Name of Bank)	_____ (Telephone #)	_____ (Fax #)	_____ (Account Contact)

Trade Reference(s):

_____ (Business Name)	_____ (Address (City, State, Zip))	_____ (Telephone #)	_____ (Fax #)
_____ (Business Name)	_____ (Address (City, State, Zip))	_____ (Telephone #)	_____ (Fax #)
_____ (Business Name)	_____ (Address (City, State, Zip))	_____ (Telephone #)	_____ (Fax #)

ATTEST HISTORY: Has the Company, Any Principals of this Company, Any Company in which the Company's Principals have been employed, or any previous formation or organization of this Company been sued for collections or filed for any form of bankruptcy?
 YES NO If YES, please explain in detail in a separate submittal

To aid in the maximization of credit, please provide Century Woodwork Inc. copies of your most recent personal & business financial statements.

PAYMENT TERMS TO CENTURY WOODWORK INC. (if in good standing credit): 1% 10, NET 15 DAYS

I certify to the accuracy of the information given above, which can be relied upon for the purpose of extending credit and authorize the above references to supply Century Woodwork Inc. with all the necessary information concerning financial relationships. All purchases will be paid in accordance with the terms and conditions stated on invoices. This signature will act as a personal guaranty for the company whose signature it represents, unless otherwise allowed or stated by law. I understand that without a guarantor, I may not be extended credit depending on the final decision of Century Woodwork Inc., or may be asked to pay in terms other than stated above. I have also read the corresponding policies & procedures on the separate sheet pertaining to Century Woodwork Inc. and agree IN FULL to these terms (please sign all sheets).

 (Authorized Signature) (Title / Position) (Date)



TERMS & CONDITIONS OF PURCHASES

NOTE** *Terms are non-negotiable. All items sold by Century Woodwork Inc. are covered under a limited warranty.** Please call one of our representatives for further details.*

Terms of Sale:

- All items sold by Century Woodwork Inc. are guaranteed to be in good mechanical manufacture for a period of one (1) year from the date of purchase. Please see our **Warranty** for more details.
- Payments may be made by either a personal check (subject to verification, \$25.00 fee will apply for all returned checks or the maximum amount allowed by Georgia Law), business check, or money order. Direct wire transfers are an option, but must be requested in writing and may be subject to other fees that will be added on to the original invoice and must be paid in full in order to be accepted. Wire transfer information is available upon request.
- Payments must be postmarked **NO LATER** than 5 pm EST to the offices of Century Woodwork Inc. on the 15th day following the invoice. If this payment is postmarked by the 15th day following the invoice date, the payment will be accepted as **ON-TIME** and not subject to any financial charges. Should an account become delinquent in its full payment, correspondence may be sent on behalf of Century Woodwork Inc. to the main offices of the buyer's company. At 8 am EST on the 30th day, the overdue invoice shall become delinquent and will immediately be subject to finance charges of 1-1/2% (one and one half percent) per month or 18% (eighteen percent) annually **WITHOUT EXCEPTION**. This charge may not be removed at any time or altered in any way without the express written consent of an authorized officer of Century Woodwork Inc. Finance charges shall continue to accrue, despite any partial payments that may be received in the interim time period, until such time as the debt is paid in full and the account cleared of any balance whatsoever.
- Should an account become frequently overdue, the customer may or may not be notified (up to the discretion of Century Woodwork Inc.) of this frequent occurrence as well as the account frozen or closed without any notice whatsoever from an officer of Century Woodwork Inc. Furthermore, Century Woodwork Inc. reserves the right to send any overdue accounts to a collection agency or attorney without any notification to the customer prior to this action in any way.
- Once an account has been sent to collections or has become what is considered a **Bad Debt**, all attempts to resolve the debt shall cease between the guilty late party and Century Woodwork Inc. The debt shall continue through all of the proper legal channels without interruption in order to become resolved. Any charges which may arise as a result of this collections action are the full responsibility of the customer (delinquent debt party) to pay and are in **NO WAY** the responsibility of Century Woodwork Inc. unless deemed to be so by a court of law, which must preside in the State of Georgia to be legal and binding.
- All accounts which reach a status of **OVERDUE** may be sent to collections as stated above, as well as any future purchases or other business dealings between the customer company and Century Woodwork Inc. shall be conducted on either a (1) Cash Up-Front or (2) C.O.D. basis, dependent on the discretion of Century Woodwork Inc. Shipments may become delayed or cancelled, and items withheld without notice of any kind from Century Woodwork Inc. as it pertains to companies that fall under this realm.
- If an item has already been manufactured and a customer then falls into a delinquent account state, Century Woodwork Inc. may withhold shipment of the product until such time as the delinquent debt is resolved. Meanwhile, payment is still due on the item(s) that are being withheld at Century Woodwork's facilities without exemption due to items not being received.
- All items manufactured by Century Woodwork Inc. are considered to be custom items and therefore are non-returnable and non-refundable for any reason or in any way. Should an item be received in a defective or unserviceable state, it will be up to the officer(s) of Century Woodwork Inc. to decide a course of action to resolve the situation. Regardless of the resolution decision, the items must still be accepted at a later date once they are in a sound working and proper status and the debt must still be paid within the original terms and conditions of the sale, unless authorized in writing expressly by an officer of Century Woodwork Inc.
- All lawsuits and / or collections that may arise against Century Woodwork Inc. must be litigated and settled in a court of law that resides within the city of Atlanta, which lies within the boundaries of the State of Georgia, USA. Any legal actions / decisions that are litigated outside of the State of Georgia concerning Century Woodwork Inc. are considered unlawful and may not be enforceable in any way, manner, or degree without proper legal documentation from another judicial area and expressly allowed to be enforced by a member of the judicial system.
- Century Woodwork Inc. is a Subchapter S-Corporation and all of its officers and employees are exempt and freed of any debts which may arise during the course of the company's business life, unless previously agreed upon expressly. All debts are the responsibility solely of Century Woodwork Inc. to pay and / or collect and may in **NO WAY** nor **AT ANY TIME** become the responsibility of its officers, principals, or employees to make whole, regardless of prior art or any written consent that states otherwise as stated as legal by the State of Georgia and its corresponding rules and regulations regarding Sub-S Corporations.
- All Sales Orders which are processed by Century Woodwork Inc. shall be faxed to the main office of the customer for final approval and verification. Once a signature has been given and the order approved, any changes made to the order by the customer may become subject to a change fee (minimum \$ 25.00), which shall be left up to an officer of Century Woodwork Inc. to determine. However, any products which have already been processed and machined up until those changes shall be considered satisfactory and fulfilling in every way to the original paperwork and will therefore become the responsibility of the customer to pay for **IN FULL**. Items are subject to inspection by a representative of Century Woodwork Inc. in cases of defects or warranty claims and must be approved as defective by an officer of Century Woodwork Inc. for a replacement item to be supplied at no charge. Any installation, finishing, or delivery fees for replacements shall not be the responsibility of Century Woodwork Inc. to pay in any way and no fees or charges related to replacements or warranties are to ever be sent to Century Woodwork Inc. for payment. Century Woodwork Inc. reserves the right to change any and all of its policies regarding its business conduct and practices at any time without public notification.



PERSONAL GUARANTEE

(MUST be signed and presented to CWI in order to process for credit line)

For value received, and to induce Century Woodwork Inc. ("CWI") to extend credit and to furnish materials and supplies (Debtor), the Undersigned jointly and severally guarantee payment of and promise to pay to CWI all obligations and liabilities of every kind and description, whether of the same or of a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by CWI to debtor, including but not limited to, interest and charges assessed by CWI and also including the amount of any payments made to CWI or another by or on behalf of Debtor which are recovered from CWI by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, all costs, expenses and fees, including but not limited to, attorney's fees, at any time they are incurred in endeavoring to collect any indebtedness owed to CWI by Debtor. The Undersigned jointly and severally guarantee full payment of all invoices generated by CWI in connection with materials and/or supplies furnished at the request of Debtor. No claim, including a claim of contribution or subrogation, which any of the Undersigned may have against a co-guarantor of any of the obligations owed by Debtor to CWI shall be enforced until all obligations and liabilities of every kind and description owed by Debtor to CWI, including interest and attorney's fees are paid in full and the payments are not subject to any right of recovery.

To the extent not prohibited by law, the Undersigned expressly waive notice of the acceptance of this Guarantee, the creation of any present or future obligation, and any proceedings of collection and presentment, demand, notice and protest.

The Undersigned acknowledges and agrees that CWI has not made any representations or warranties with respect to the collect ability or enforceability of obligations against the Debtor. The Undersigned has independently determined the collect ability and enforceability of all obligations owed by the Debtor to CWI, and until the obligations are paid, will independently and without reliance on CWI continue to make such determinations.

This guarantee shall be governed by, and shall be construed with, laws in the State of Georgia.

This guarantee shall be binding upon the Undersigneds, their respective heirs, personal representatives, successors, and assigns.

This guarantee shall supercede any and all prior representations, warranties, communications, and agreements, either oral or in writing, regarding the subject matters set forth herein.

If any provision of this guarantee is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

The Undersigned waives all homestead protections of the Constitutions and the laws of the United States and the state or states in which the Undersigned from time to time resides.

This is a continuing guarantee and shall remain in full force and effect as to the Undersigned until the liabilities and other amounts due under this guarantee have been paid in full.

If this guarantee is executed by more than one person or entity, then the term "Undersigned" shall mean each signatory hereto and the obligations of the Undersigned under this guarantee shall be joint and several.

This _____ day of _____, 20____.
(day) (month) (year)

Print Name: _____ Signature: _____

Address: _____ SSN#: _____
(street address) (state) (zip code)

Print Name: _____ Signature: _____

Address: _____ SSN#: _____
(street address) (state) (zip code)

Sworn to and subscribed before me this _____ day of _____, 20____.