

**Mail Original to: EFS Inc.**

**Please Include Tax Exempt Cert  
If Not Taxable**

P.O. Box 1430  
Norcross, GA 30091  
Phone 770-409-1515  
Attn Sales Rep: \_\_\_\_\_

**ACCOUNT APPLICATION**

ESTIMATED WEEKLY PURCHASES \$ \_\_\_\_\_ .THIS IS  
REQUIRED.

\_\_\_\_\_  
NAME OF CUSTOMER (IF A CORPORATION, GIVE COMPLETE CORPORATE NAME)

TRADE NAME IF DIFFERENT      DATE STARTED      Tax Exempt (must have exemption cert)  YES

\_\_\_\_\_  
BILLING ADDRESS      CITY      STATE      ZIP      COUNTY

\_\_\_\_\_  
NAME OF PERSON AUTHORIZED TO RELEASE PAYMENT      PHONE #      FAX# (For Invoices)

\_\_\_\_\_  
NAME OF PERSON AUTHORIZED TO ORDER      PHONE #      E-MAIL (For Invoices)

**TYPE OF BUSINESS:**

PROPRIETORSHIP    PARTNERSHIP    CORPORATION    LLC   **FED. TAX ID#** \_\_\_\_\_

**LOCATION OF BUSINESS:**       OWNED       LEASED

**OWNER/PRINCIPAL INFO: (PLEASE INCLUDE: NAME, ADDRESS, HOME PHONE, SOCIAL SECURITY #)**

\_\_\_\_\_  
OWNER/PRESIDENT

\_\_\_\_\_  
CO-OWNER/VICE PRESIDENT

IN APPLYING FOR CREDIT, AS AN AUTHORIZED AGENT, REPRESENTATIVE AND/OR OWNER OF THE APPLICANT, THE UNDERSIGNED AGREES THAT ALL PAST DUE ACCOUNTS MAY BE ASSESSED A CHARGE OF ONE AND A HALF PERCENT (1 1/2%) MONTHLY INTEREST ON UNPAID BALANCES AFTER DUE DATE. IT IS FURTHER AGREED THAT IN THE EVENT THAT THE ACCOUNT(S) IS PLACED WITH A COLLECTION AGENCY OR ATTORNEY FOR COLLECTION, WHETHER OR NOT A LAW SUIT IS FILED, THE APPLICANT SHALL BE RESPONSIBLE FOR COURT COSTS AND EXPENSES TO COLLECT THE DEBT, INCLUDING COLLECTION FEES AND/OR ATTORNEY FEES OF 15%. A COLLECTION FEE OF \$25.00 WILL BE ADDED TO ALL RETURNED CHECKS.

IN GIVING YOU THIS APPLICATION, I/WE GIVE YOU PERMISSION TO CHECK REFERENCES AND INFORMATION LISTED AND AUTHORIZE THOSE LISTED TO RELEASE TO THE CREDITOR INFORMATION REGARDING THEIR CREDIT REFERENCES AND EXPERIENCES WITH THE APPLICANT INCLUDING BUT NOT LIMITED TO BANK BALANCES, LOAN EXPERIENCES, ACCOUNT BALANCES. THIS APPLICATION MAY BE RETAINED BY THE CREDITOR, WHETHER OR NOT CREDIT IS APPROVED. CREDITOR IS HEREBY AUTHORIZED TO CHECK CREDIT AND TO ANSWER QUESTIONS OR INQUIRIES ABOUT THE CREDIT HISTORY AND PAYMENT RECORD OF APPLICANT.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
COMPANY NAME (APPLICANT)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME



**GUARANTY**

In order to induce EFS, Inc., to extend credit to, or otherwise become the creditor of the Principal Obligor applying for credit herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (each a "Guarantor") hereby unconditionally PERSONALLY GUARANTIES to EFS, Inc. the prompt payment of every claim of EFS, Inc. that may hereafter arise with the Principal Obligor.

Guarantor also unconditionally PERSONALLY GUARANTIES payment of all costs of collection, including but not limited to, attorney's fees of 15% of the principal and interest due, court costs, and 1 1/2% per month (18% per annum) simple interest on the unpaid balance of any delinquent account. The Terms and Conditions of Sale of the credit agreement with the Principal Obligor are incorporated herein by reference.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor by notice in writing by certified mail/return receipt requested to EFS, Inc. Such revocation shall be effective only as to claims of EFS, Inc. that arise out of transactions entered into after EFS, Inc.'s receipt of said notice. This GUARANTY shall cover the renewals of any claims guaranteed by this instrument or extensions of time for payment hereof, and shall not be affected by any surrender or release by EFS, Inc. of any other security held by it for any claim hereby guaranteed. This GUARANTY is, and shall remain, binding upon the heirs, estate representatives, successors, and assigns of Guarantor(s).

This GUARANTY is independent of any other guaranty or rights that EFS, Inc. may have with respect to the above noted debt. Guarantor hereby submits to the jurisdiction of the Gwinnett County Superior, State or Magistrate Courts or the United States District Court for the Northern District of Georgia in the event that a lawsuit is filed for collection of any amount due hereunder, and Purchaser waives any defense of improper jurisdiction, improper venue and forum non conveniens.

Guarantor hereby agrees to the terms contained in the Account Application completed on behalf of the Principal Obligor applying for credit and consents to any modifications or renewals of the terms of credit between EFS, Inc. and the Principal Obligor applying for credit.

Guarantor recognizes that individual credit history may be a factor in the evaluation of this GUARANTY and hereby consents to and authorizes EFS, Inc. to obtain and use (from time to time and on a "as needed basis") any and all information related to the credit evaluation process, including but not limited to, Guarantor's consumer credit report.

Guarantor hereby waives any homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest and hereby appoint any employee of EFS, Inc. or attorney to appear in any court of competent jurisdiction for the purpose of confessing judgment in favor of EFS, Inc. for the balance due, including simple interest at 1 1/2% per month (18% per annum), collection costs, and attorneys' fees of 15% of the principal and interest due, and further consents to immediate execution of said judgment.

Guarantor has read and AGREES TO ALL OF THE TERMS SET FORTH HEREIN.

**Principal Obligor (Company Name):** \_\_\_\_\_

Guarantor: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Address: \_\_\_\_\_

Additional Guarantor (if applicable):

Guarantor: \_\_\_\_\_ Print Name: \_\_\_\_\_ SS#: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Address: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through EFS Inc. whether or not materials are delivered by or through EFS Inc. Purchaser further understands and agrees that the materials sold on account constitute a single interdependent contract.
2. All orders placed for special order materials (i.e. those materials not kept in stock) are final and may require a 50% deposit at time of order, with the balance due upon arrival at EFS Inc. Once a special order is placed and confirmed in writing by EFS Inc, purchaser agrees to accept said materials and make payments in full. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS.
3. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within (3) working days of delivery. All claims must be made to the Customer Service Department for review. Any claims made after the prescribed time period shall not be honored.
4. Purchaser acknowledges that any and all decisions as to the return of non-defective material shall be made AT THE SOLE DISCRETION OF EFS INC. AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE. Credit for properly returned stock items will be given when material is received and inspected. Stock materials returned are subject to a 15% handling fee. Additionally, restocking charges imposed by the manufacturer will be charged to the customer. All returns must be accompanied with the original invoice number of purchase for reference EFS Inc. must be furnished with the reason for return of any item.
5. Purchaser agrees that his/her sole remedy available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include, EFS Inc. where either consequential or incidental damages are sought. EFS Inc. agrees *only* to replace any and all materials shipped and/or received in defective condition. Purchaser further agrees that EFS Inc. shall not be responsible for any manufacturer's shipping defect. Purchaser further agrees to hold EFS Inc. harmless for any manufacturer's shipping defect or any injury to person(s) due to said defects.
6. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold EFS Inc. harmless for any delay and agrees to make payment in full for said goods.
7. EFS Inc. makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Further, all MATERIALS DELIVERED ARE DELIVERED "AS IS" AND "WITH ALL FAULTS." Any contradictory statement made by an employee of the EFS Inc., shall have no effect or bearing, and the terms contained herein shall control.
8. At the election of EFS Inc. any claim or controversy shall be settled by either binding arbitration or by any court of competent jurisdiction. On all disputed matters, purchaser agrees to pay EFS Inc. for its attorney's fees costs and disbursements.
9. On all matters referred by EFS Inc. to their attorneys for collection and as to any disputes arising herein, purchaser agrees to pay attorney fees of 15% of principal and interest due, court cost, collection fees and expenses incurred by or on behalf of EFS Inc., regardless of whether suit is filed.
10. Title for all goods and/or materials remains with EFS Inc. until paid for in full by the purchaser. Should purchaser take action under Title 11 of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full. However, the risk of loss of any goods and/or materials shall pass to the purchaser as soon as the said goods and/or materials are delivered to the purchaser at its place of business or any other place designated by the purchaser for delivery.
11. Purchaser agrees that all amounts are payable according to the terms indicated on the invoice and if not paid on or before such date, are then delinquent. Purchaser further agrees that any unpaid balance that becomes delinquent shall be charged interest at the rate of 1 1/2% per month, or 18% per annum, simple interest. All payments shall be applied as follows: first to interest charges, second to attorney's fees and costs, and then to principal balance due. Purchaser waives his/her/its homestead exemption as well as all requirements or rights with regard to notice, demand, presentation or protest and hereby appoint any employee of EFS Inc. or any attorney for the purpose of confessing judgment in any court of competent jurisdiction in favor of EFS Inc. for the unpaid balance on purchaser's account, including interest at 1 1/2% per month (18% per annum), collection costs and attorney's fees of 15% of the principal and interest due, and further consents to immediate execution of said judgment.

Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE. If Partnership, LLC or LLP, General Partner must sign.

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Signature	Title	Name (Print)
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Signature	Title	Name (Print)
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