

☐ **FLAT ROCK BAGGING**
P.O. BOX 398
Flat Rock, MI 48134
(734) 782-2073 – phone

☐ **FLAT ROCK BAGGING**
233 Prospect Street
Sparta, MI 49345
(616) 887-8823 – phone

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CREDIT APPLICATION

Application Date		Credit Amount Requested		Sales Representative	
Name of Organization/Individual				DBA Name	
Billing Address				City, State, Zip	
Shipping Address (if different than above)				City, State, Zip	
Phone Number		Fax Number		Cell Number	
				Email Address	
Nature of Business		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/> Partnership		Year Established	
Parent Company		<input type="checkbox"/> Branch <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary		State of Incorporation	
				Federal Tax ID Number/SSN	

PRINCIPALS

Owner/Partner/Officer		Social Security #		Date of Birth	
Home Address		City, State, Zip		Home Phone	
Owner/Partner/Officer		Social Security #		Date of Birth	
Home Address		City, State, Zip		Home Phone	

ORDERING INFORMATION

Are Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are you exempt from Sales Tax? <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt # (attach copy of State Exempt Form)		Is Merchandise for Resale? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Employee Authorized to Purchase				Phone Number		Email	
Employee Authorized to Purchase				Phone Number		Email	
Accounts Payable Contact				Phone Number		Email	

TRADE REFERENCES

Company Name		Contact Name		Phone Number	
Address		City, State, Zip		Fax Number	
Company Name		Contact Name		Phone Number	
Address		City, State, Zip		Fax Number	
Company Name		Contact Name		Phone Number	
Address		City, State, Zip		Fax Number	

BANK REFERENCE

Bank Name		Contact Name	
Address		City, State, Zip	
Account Number		Phone Number	
		Fax Number	

TERMS AND CONDITIONS OF CREDIT ACCOUNT

Flat Rock Bagging and /or East Ohio Bagging (Creditor) reserves the right, at any time to suspend the credit, revise the stated credit terms provided herein, or withhold the sale or delivery of goods when the Creditor, at its sole discretion, deems such action necessary to protect its interests.

Payment Terms - The undersigned agrees to pay for all services according to the terms of "Net 30 Days", unless otherwise noted. Applicant will be invoiced at the time of pick up or shipment of each order. Payments may be applied against open charges at the discretion of Creditor. Accounts that remain unpaid for 45 days after invoice due date are be subject to recourse by the Creditor, including suspending all credit privileges and/or being placed on C.O.D. status without prior notification to the Applicant. Suspended accounts will require payment and/or an alternative repayment schedules authorized through the Credit Department before charge privileges are reinstated. Delinquent accounts may be required to reapply for a Credit Account privileges with Creditor. Legal action will be taken on all accounts that remain unpaid for 60 days, unless arrangements are made with the Credit Department for an alternative repayment schedule. If a Credit Account falls delinquent, the Creditor reserves the right to modify any special prices quotes or volume discounting established for the customer.

Attorney Fees - Applicant expressly agrees that they shall be liable and pay all expenses, including but not limited to collection or court costs associated with the enforcement of any term of this Application and attorney's fees and court costs resulting from a default under this Application. Acceptances by Creditor of less than full payments shall not be a waiver of any of its rights.

Applicant agrees that all issues and disputes relating to the credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Flat Rock Bagging and that Applicant expressly waives its venue rights without reference to conflicts of laws principals.

Returns - Products may be returned within 90 days from the date of purchase with prior approval from the Creditor. All returned product must be in salable condition and accompanied by a dated invoice. Returns are subject to a 15% restocking charge and all special orders are non-returnable.

Dispute of Invoices - Applicant agrees to examine immediately upon receipt, each of the Creditor's statements and to advise the Creditor of any disputed transaction or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Creditor of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

Change of Ownership - The Applicant agrees to notify the Creditor in writing of any changes of name or address, or any corporate reorganization or change of ownership with results in a change of name or principal place of business of Applicant.

Email Contact - By supplying my contact information, I authorize Flat Rock Bagging to contact me via e-mail about its products and services including: my account information, pricing, product information and special offers.

Nothing contained herein or within the application shall obligate Creditor to extend credit to Applicant in any amount. It is understood and agreed by the parties that any extension of credit or sale of goods to Applicant by Creditor shall be governed by the terms and conditions of this agreement and by the state laws of Michigan.

The Applicant certifies that the information provided to the Creditor on the application is true and correct and are made for the purpose of determining its eligibility for credit. By signing below, I/We fully understand the credit terms set forth above and agree to payment in consideration of extended credit.

Signature

Name (please print)

Title

Signed (must be signed by Owner, Officer or Partner of Company)

Date

PERSONAL GUARANTY

The undersigned officer/owner/ or partner, as the case may be, to induce the granting of credit to the above named business, hereby personally guarantees the payment of any sums due upon demand, without first making demand upon the debtor. Failure to enforce payment from the debtor shall not release the guarantor from liability and is not a waiver of any rights of the creditor. The undersigned further agrees to furnish financial statements of the debtor and financial statements of the undersigned upon demand. This personal guaranty shall be a continuing guaranty for any credit extended now or hereafter.

Signatures

Name (please print)

Title

Signed (by Personal Guarantor)

Date

Name (please print)

Title

Signed (by Personal Guarantor)

Date