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Credit Packet Instructions

Southern Supply would like to thank you for your interest in doing business with us. We will do everything we can to deliver quality products and services to help your company become more successful. If you have any questions, please contact us at (417) 866-3551.

Pg. 1: Credit Application

This form needs to be filled out completely and signed either by the owner of the company or an authorized officer of the company. If you have a prepared list of references you may attach it to the application instead of writing them on the application.

Pg. 2: Personal Guaranty

This form needs to be filled out completely and signed by all owners and, if married, by their spouses.

If your organization is a publicly traded company or government entity, this form is not needed.

Pg. 3: Return Goods Policy

This form states our company's return goods policy and is for informational points only. You do not need to return it to us.

Pg. 4: Southern Supply's Terms & Conditions of Sale

This form is for information purposes only. You do not need to return it to us.

Pg. 5: Joint Check Agreement

Unless Southern Supply notifies you, you do not need to fill out this form.



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SOUTHERN SUPPLY CREDIT APPLICATION

BILLING ADDRESS

SHIPPING ADDRESS

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

TRADE REFERENCES

**All information MUST BE COMPLETED in the following section to be considered for credit.*

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

()

()

PHONE

PHONE

()

()

FAX

FAX

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

()

()

PHONE

PHONE

()

()

FAX

FAX

COMPANY INFORMATION

CREDIT CONTACT

()

()

PHONE

FAX

EMAIL

()

()

PURCHASE CONTACT

PHONE

FAX

EMAIL

YES NO

NATURE OF BUSINESS

LINE OF CREDIT REQUESTED

TAX EXEMPT (State regulations require collection

Of sales taxes if a valid exemption certificate is not on file.)



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BANK BANK ACCOUNT NUMBER SUBSIDIARY OF DIVISION OF

YES NO

FEDERAL TAXPAYER ID NUMBER DECLARED BANKRUPTCY IN LAST 10 YEARS IF YES, WHERE AND WHEN?

PROPRIETORSHIP PARTNERSHIP CORPORATION/LIMITED LIABILITY COMPANY

TYPE OF BUSINESS DATE OF INCORPORATION/ ORGANIZATION STATE OF INCORPORATION/ORGANIZATION

YEARS IN BUSINESS PREVIOUS BUSINESS NAME PURCHASE DATE

1. OWNER/PARTNER TITLE SOCIAL SECURITY# %OWNERSHIP

2. OWNER/PARTNER TITLE SOCIAL SECURITY# %OWNERSHIP

3. OWNER/PARTNER TITLE SOCIAL SECURITY# %OWNERSHIP

1. CORPORATE OFFICER TITLE 1. MAJORITY STOCKHOLDER/MEMBER %OWNERSHIP

2. CORPORATE OFFICER TITLE 2. MAJORITY STOCKHOLDER/MEMBER %OWNERSHIP

3. CORPORATE OFFICER TITLE 3. MAJORITY STOCKHOLDER/MEMBER %OWNERSHIP

I am authorized to make application for the business named herein and certify that all information in this credit application is complete and factual. I understand that Southern Supply will rely on the accuracy of this information for any credit that may be extended. Southern Supply is hereby authorized to use the information provided and/or to obtain a credit report history for the applicant and the individuals listed on this application in order to process this application and any orders. Purchaser agrees to pay a service charge/late fee/interest on all delinquent invoices. Purchaser agrees to notify Southern Supply, in writing, of any change in majority ownership. All purchases are subject to Southern Supply's TERMS AND CONDITIONS OF SALE in effect at the time of purchase. Any additional, different, or inconsistent terms and conditions contained in any order from Customer are rejected by Southern Supply and shall not be part of any agreement. I represent that I am authorized to provide the foregoing consent and understand that by providing my mailing address, email address, telephone number and fax telephone number(s), I consent to receive communications sent by Southern Supply via regular mail, email, telephone and fax.

By signing this credit application you are representing that you have no restrictions with respect to the authority of your employees, agents, and representatives to submit this application or to place orders with Southern Supply. All orders shall be deemed and presumed authorized by Customer and Customer shall be responsible therefore, unless Customer provides written notice to SOUTHERN SUPPLY expressly restricting the authority of specified persons, which notice shall not become effective until ten (10) days after Southern Supply's receipt, and in no event shall the notice be effective as to any actions by such person(s) before Southern Supply's receipt of such notice.

Customer's obligation to promptly pay Southern Supply shall not be subject to, or relieved or excused by, any "retainage", "liquidated damages", "pay when paid", or other similar provision of any contract, including any contract between Customer and any subcontractor, the general or prime contractor, without Southern Supply's prior written agreement thereto, duly executed by an officer of Southern Supply. Any such claim for a set-off, credit, or backcharge shall be promptly presented, in writing, to SOUTHERN SUPPLY within thirty days of the event or discovery of the matter giving rise to such claim. If liability for such claim is accepted by Southern Supply, in writing by an officer of Southern Supply, Southern Supply will credit such claim to Customer's account. If such claim is rejected by Southern Supply, Customer's sole remedy shall be to institute arbitration as provided in Southern Supply's TERMS AND CONDITIONS OF SALE.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

**Please select your preferred method for receiving invoices/statements:*

USPS MAIL FAX: () EMAIL:

SIGNATURE TITLE DATE

SIGNATURE TITLE DATE

For Internal Use Only

Account Number Established: Date:

Notes:



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PERSONAL GUARANTY

PROVIDED TO: SOUTHERN SUPPLY

Customer _____

The undersigned guarantor(s) ("Guarantor"), in order to induce Southern Supply to extend credit to the customer of Southern Supply identified above (the "Customer") for the purchase of goods and services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby absolutely and unconditionally guarantee payment of any and all debts, accounts, and liabilities, and any other obligations of the Customer to SOUTHERN SUPPLY whatsoever, arising on or after the date of this personal guaranty, that shall at any time be owing to SOUTHERN SUPPLY on account of goods or services provided by SOUTHERN SUPPLY, whether said indebtedness is in the form of notes, bills, open account, or any other similar obligation. This personal guaranty shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Southern Supply, without any obligation of Southern Supply to notify or obtain Guarantor's consent to the same, and without any obligation of Southern Supply to pursue collection from the Customer. If there is more than one Guarantor, the liability of each shall be joint and several. This personal guaranty may only be revoked by Guarantor, effective upon the expiration of ten (10) days after receipt of written notice from Guarantor to SOUTHERN SUPPLY, provided that any such revocation shall not in any manner affect Guarantor's liability for any liability or indebtedness contracted by Customer prior to the revocation becoming effective as provided herein. Any notice to SOUTHERN SUPPLY shall be made by US certified mail return receipt requested, postage prepaid to the address provided above, and attention SOUTHERN SUPPLY credit manager.

Guarantor further agrees to indemnify and save SOUTHERN SUPPLY harmless from any loss, damage and expense caused by or arising out of any default by Customer or Guarantor, and agree, upon demand to pay SOUTHERN SUPPLY the amount of any such loss, damage or expenses, including, but not limited to, all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guaranty, or the enforcement of any obligation as result of the extension of credit to Customer, whether or not suit is filed. This agreement shall be binding on the heirs and personal representatives of the Guarantor. SOUTHERN SUPPLY and Guarantor agree that this personal guaranty shall be governed by the internal laws of the state of Missouri, and the exclusive jurisdiction and venue for any action arising hereunder shall be in the state or federal courts located in Springfield, Missouri. **SOUTHERN SUPPLY AND GUARANTOR EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS PERSONAL GUARANTY.**

Guarantor Name _____

Guarantor Name _____

Signed _____

Signed _____

SS# _____ Date: _____

SS# _____ Date: _____

Address _____

Address _____

Guarantor Name _____

Guarantor Name _____

Signed _____

Signed _____

SS# _____ Date: _____

SS# _____ Date: _____

Address _____

Address _____

*Signature of each married guarantor's spouse is required



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RETURN GOODS POLICY

We pledge our cooperation to handle returns in a prompt and fair manner.
Please contact CUSTOMER SUPPORT for **ALL** returns.

Warehouse personnel or drivers are not authorized to approve returns or accept them without prior authorization.

1. STOCK MATERIAL – RETURNS FOR CUSTOMER'S CONVENIENCE

Provided the material is in unused, resalable condition and of current design, Customer Support will issue a Return Goods Authorization (RGM) subject to the following:

- a. No re-stock handling charge if material reaches us within 30 days from Ship date and you provide us with our invoice number.
- b. A 25% re-stock handling charge applies if material reaches us after 30 Days or no invoice number is provided.

2. NON-STOCK OR DIRECT SHIP MATERIAL – RETURNS FOR CUSTOMERS CONVENIENCE

Contact Customer Support before returning material with a list of the Item(s) to be returned, the reason for return, and our invoice number. We Will request return from the factory and make arrangements to get the Material from you within 30 days. Return of non-stock material is subject To a minimum 25% re-stock handling charge and any applicable freight Charges.

3. OUR ERROR

Contact Customer Support. Every effort will be made to correct the error Promptly.

4. DEFECTIVES

Adjustments will be made in accordance with manufacturer's warranty.

Please recognize that warranties vary from supplier to supplier. Depending On the nature of the defect, we may have to involve factory personnel.

5. EXCLUSIONS – NOT RETURNABLE FOR CREDIT

- a. Material cut-to-length or otherwise modified to customer's specification.
- b. Obsolete, discontinued, or "close-out" items.
- c. Broken fragile items, e.g. porcelain or glass.
- d. Material not purchased from us.
- e. Customer material or material otherwise not returnable to the factory.
- f. Non-stock material without our invoice.

NOTE: Resalable Condition is defined as the following:

- a. In ORIGINAL container
- b. ALL manuals are included
- c. NO writing/stickers on container(s)
- d. Item must NOT have been installed

****Credit will be issued within ten days of receipt of material.***



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(insert T&C here)



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JOINT CHECK AGREEMENT

Date: ___/___/___

TO: SOUTHERN SUPPLY

RE: Project Name _____
Project Address _____
City _____ State _____ Zip _____
Customer Name _____
Customer Address _____
City _____ State _____ Zip _____
Total Payments to SOUTHERN SUPPLY Under this Agreement \$ _____

In order to induce you to sell materials to your above named Customer, for installation and use on the above identified Project, and in consideration of your furnishing materials to the said Customer, the undersigned Payor for said project covenants and guarantees to SOUTHERN SUPPLY ("SOUTHERN SUPPLY") the prompt and full payment to SOUTHERN SUPPLY of all invoices for materials furnished upon said project within 45 days of the date they are submitted to the Customer. SOUTHERN SUPPLY's invoices will be sent to the Customer, who in turn shall promptly invoice the Payor, if it has not previously done so. Past due amounts shall bear interest at 1½% per month (18% APR) until paid in full. No terms or conditions of any agreement between Customer and Payor shall be effective to vary the terms of this agreement, or the terms and conditions of sale between Customer and SOUTHERN SUPPLY. Payor agrees that its rights and obligations with respect to the materials provided by SOUTHERN SUPPLY shall be subject to the terms and conditions of sale between SOUTHERN SUPPLY and Customer. Under no circumstances whatsoever shall the Payor or Customer retain, withhold or otherwise backcharge, or take any credit or set-off against SOUTHERN SUPPLY for any amount, or for any claim, without SOUTHERN SUPPLY's express prior written agreement, duly executed by an officer of SOUTHERN SUPPLY. The Payor's and Customer's obligation to promptly pay SOUTHERN SUPPLY shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract including any contract between the Payor and the Customer, without SOUTHERN SUPPLY's express prior written agreement thereto duly executed by an officer of SOUTHERN SUPPLY. Any such claim, set-off, credit or backcharge shall be promptly presented, in writing, to SOUTHERN SUPPLY within thirty days of the event or discovery of the matter giving rise to such claim, set-off, credit or backcharge. If liability for such claim, set-off, credit or backcharge is accepted in writing by an officer of SOUTHERN SUPPLY, SOUTHERN SUPPLY will credit such claim, set-off, credit or backcharge to Payor's or Customer's account. If such claim, set-off, credit, or backcharge is rejected by SOUTHERN SUPPLY, Payor's and Customer's sole remedy shall be to bring an action against SOUTHERN SUPPLY for such claim, set-off, credit or backcharge as hereinafter provided. The undersigned Payor shall submit payment in the form of check(s) jointly payable to SOUTHERN SUPPLY and the Customer, and shall obtain the endorsement thereof by the Customer and then forward the check(s) to SOUTHERN SUPPLY. The total of payments to SOUTHERN SUPPLY under this agreement shall be as set forth above.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any action provided for or relating to this agreement shall be brought exclusively in the state courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts. Customer and Payor expressly waive any right to remove such action to any Federal Court. In the event SOUTHERN SUPPLY is the prevailing party in any action, Payor and Customer agree to pay SOUTHERN SUPPLY's attorney's fees and costs incurred in such action.

It is understood that SOUTHERN SUPPLY is not waiving or relinquishing any rights provided by law as a material man upon the project.

Payor _____

Customer _____

Print Name of Payor _____

Print Name of Customer _____

By: _____

By: _____

Print Name & Title _____

Print Name & Title _____

Payor Address: _____

