

Agent Name _____

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Credit Application**W.D. MATHEWS INC. ● DBA Mathews & Parlo Carpet Wholesalers****196 Belwood Rd. S.E. ● Calhoun, Georgia 30701****1-800-999-2500 or fax 706-629-8573 ● cpruettmathewsparlo@gmail.com ● carol@mathewsandparlocarpet.com**

Applicant Legal Business Name _____ DBA _____

Street Address _____ Billing Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Phone _____ Fax _____ ☐ Corporation ☐ S-Corp☐ Proprietorship ☐ C-CorpDUNS# _____ ☐ Partnership ☐ LLC

State of Inc. _____

Year Business Organized _____

Federal Tax ID _____

Please attach a copy of most recent financial statement.

Principal/Owner's Name _____ Position/Title _____ Email: _____

NAME OF SUPPLIERS

| | |
|---|---|
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |

NAME OF BANK(S)/FACTOR(S)

| | |
|---|---|
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |
| Name A/C# & Contact Name Telephone# | Mailing address City State Zip |

The applicant and the undersigned officers and/or owners represent that the information contained in this application is true and accurate. The terms of this application shall apply to any credit extended by ROSENTHAL & ROSENTHAL SOUTHEAST, INC. Factors Corporation, or CIT Group/Commercial Services, Inc. , and/or W.D. Mathews Inc. and any subsidiaries, divisions, and affiliates existing now or in the future including any successor (collectively "ROSENTHAL & ROSENTHAL SOUTHEAST, INC." or "CIT"). Permission is granted for ROSENTHAL & ROSENTHAL SOUTHEAST, INC. or CIT and/or W.D. Mathews, Inc. and their agents to make such inquiries from sources they deem appropriate regarding the applicant's creditworthiness, including but not limited to those references identified in this application. Applicant will give advanced notice to ROSENTHAL & ROSENTHAL SOUTHEAST, INC. or CIT and/or W.D. Mathews, Inc. of any changes in its ownership or business situation. Notice is to be given by certified mail, return receipt requested, to ROSENTHAL & ROSENTHAL SOUTHEAST, INC. Factors Corporation or CIT Group/Commercial Services, Inc. and/or W.D. Mathews. If ROSENTHAL & ROSENTHAL SOUTHEAST, INC. or CIT and/or W.D. Mathews places any past due obligation with an attorney for collection, the applicant shall reimburse ROSENTHAL & ROSENTHAL SOUTHEAST, INC. or CIT and/or W.D. Mathews, Inc. for its reasonable attorney's fees and any other expenses of collection.

Principal's Signature (Responsible for Operations) _____

Principal's Name & Title (Please print.) _____

Date _____

Principal's Signature (Responsible for Operations) _____

Principal's Name & Title (Please print.) _____

Date _____

Credit Application

Requesting a credit line of \$ _____ Sales & Use Tax Permit No. _____

Please include appropriate tax documentation.

Please check box that applies:

Charge my account sales tax on orders. ☐

Do not charge my account sales tax on orders. ☐

Shipping Address (if different than street address)

| | |
|--|--|
| | |
| | |

Past 12 Months' Gross Sales \$ _____

() Home

Business operated from: () Commercial Building

How long at () Own

current address: _____ () Rent

Do you use Purchase Orders? () yes () no Preferred Shipper _____

Primary Contact Person: _____ Email: _____

Has this business and/or the owner of the business ever filed for bankruptcy? () yes () no

INDIVIDUAL PERSONAL GUARANTY

I _____, residing at _____ for and in consideration of your extending credit at my request to the above-named company (hereinafter referred to as the "Company"), hereby personally guarantee the payment to W.D. Mathews, Inc. and/or ROSENTHAL & ROSENTHAL SOUTHEAST, INC. Factors Corporation or CIT Group/Commercial Services, Inc. of any obligation of the Company; I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, nonpayment and notice hereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

Print Name _____

Guarantor Signature _____

Date _____, 20_____

ARBITRATION CLAUSE APPLICABLE TO COMPANY AND GUARANTOR(S)

For W.D. Mathews Inc.

Time is of the essence to this Agreement. No party may transfer or assign any of its rights or obligations pursuant to this Agreement without the written consent of the other party obtained prior thereto. In the event of any dispute concerning any matter (including federal statutory claims) between the parties hereto said any party may demand that the dispute be resolved by arbitration. Such arbitration, unless otherwise agreed, shall occur in Gordon County, Georgia. The Federal Arbitration Act shall apply and all claims including but not limited to federal statutory claims and arbitrability shall be arbitrated. The parties waive appeal of the arbitrator's decision beyond the Superior Courts of this state. In the event that either side should fail to advance its half of the arbitration fee, then such issues as may be before the arbitrator shall be resolved, without hearing, in favor of the side which has advanced its portion of said fee. In any such arbitration proceeding, and in any court proceedings and appeals – to compel arbitration, or to enforce and arbitration award, or if arbitration is waived – the prevailing party shall recover, in addition to its award, its reasonable attorney fees for such proceedings; the parties agree that at the conclusion of the arbitration and/or litigation the ultimate prevailing party may apply to the Superior Court for post-arbitration attorney fees under this provision. This agreement shall be interpreted according to the laws of the State of Georgia where exclusive jurisdiction over the parties shall lie. This Agreement constitutes the entire agreement between the parties; no prior agreements between the parties shall in any way contradict or vary the terms hereof. No failure of any party to require strict compliance with the provisions hereof, and no custom or practice of the parties that varies with the terms hereof, shall constitute a waiver of any party's rights to demand exact compliance with the provisions of this Agreement. In interpretation of this Agreement, if necessary, no presumption shall attach as against the author hereof, this Agreement having been mutually negotiated between and among the parties hereto. In the event that a final determination is made by a court of competent jurisdiction (and all appeals are completed or expire) that any portion of this Agreement is not enforceable or void or voidable then this Agreement shall continue in full force and effect as to such provisions not found to be unenforceable, void or voidable.

Principal's Signature (Responsible for Operations) _____

Principal's Name & Title (Please print.) _____

Date _____