



*reliable  
brothers inc.*

**CREDIT APPLICATION**

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Controller: \_\_\_\_\_ A/P Manager: \_\_\_\_\_

In Business Since: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Bank: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Suppliers:**

- 1) Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
  
- 2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
  
- 3) Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Please attach a voided blank check.**

**The above information is true and correct to the best of my knowledge.**

I authorize the bank or financial institution listed above to release financial information to Reliable Brothers, Inc. Payments to Reliable Brothers Inc., will be made in accordance with the terms listed on the invoices and/or statements of Reliable Brothers, Inc..

**Signed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## RELIABLE BROTHERS CUSTOMER AGREEMENT

\_\_\_\_\_, hereinafter referred to as "Guarantor," on behalf of \_\_\_\_\_, hereinafter referred to as "Buyer," agrees to pay Reliable Brothers, Inc., hereinafter referred to as "Seller," and Seller agrees to provide products to Buyer at a cost which is agreeable to both parties based upon the following terms and conditions:

- 1.) Buyer agrees to provide payment in full to Seller for all products ordered, within seven (7) days of Buyer's receipt of said products. Payment to Seller, for products received by Buyer, shall not exceed seven (7) days, unless express, written consent is provided by Seller. Any extension of time granted to Buyer, by Seller, to pay for products in an order, shall only be deemed an extension of payment time for that specific order.
- 2.) Seller agrees to provide timely delivery and service to Buyer, provided Buyer's account is current and paid in full.
- 3.) Buyer agrees that if its account becomes past due for a period of fourteen (14) days or more (Seller not having received payment for products on an order within seven (7) days of Buyer's receipt of said products), Seller, at its complete discretion, has the right to suspend or terminate any and all future shipments or delivery of products to Buyer. Seller has the discretion to resume shipments or delivery of products to Buyer, upon Buyer's account being paid in full.
- 4.) Seller may apply a finance charge of two (2%) percent, per month, on all outstanding amounts owed Seller by Buyer, for products not paid for within fourteen (14) days of Buyer's receipt of said products. It is the intent of Buyer and Seller that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (hereinafter referred to as the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under this Agreement from exceeding the Maximum Legal Rate, any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically cancelled, and if received by Seller, shall be refunded to Buyer.
- 5.) If Buyer's account is past due for a period exceeding fourteen (14) days, and Buyer would like to continue receiving products from Seller, then Buyer will agree to enter into a Promissory Note with Seller, providing an agreement for monthly payments covering the entire balance owed. In the alternative, Buyer will agree to sign an Affidavit of Judgment by Confession, to allow Seller at its discretion to file said Judgment and commence collection efforts.
- 6.) If Buyer's account is past due for a period exceeding thirty (30) days, and Buyer refuses to enter into a Promissory Note with Seller, or to sign an Affidavit of Judgment by Confession, then Seller has the right to commence a lawsuit in a Court of competent jurisdiction. Buyer agrees to pay all attorneys' fees and costs of any collection action.
- 7.) For value received and in order to induce Seller to extend credit or other considerations to Buyer, Guarantor hereby absolutely and unconditionally, jointly with any other party and severally, personally guarantees unto Seller, its heirs, successors and assigns, as the case may be, the payments whenever due by acceleration or otherwise, of any and all debts, liabilities and obligations of Buyer to Seller, either individually or jointly of every kind,

nature and description, without deduction by reason of setoff, defense or counterclaim, without regard to the enforcement of any other guarantee or any other obligations or security, and whether or not such debts, liabilities or obligations are now existing or hereafter incurred, matured or unmatured, direct or indirect, primary or secondary, secured or unsecured, joint or several, absolute or contingent, due or to become due, regardless of how the same may be evidenced, and including any extensions and renewals thereof or a part thereof, together with interest, fees, charges, expenses and costs of enforcement or collection, including reasonable attorney's fees.

- 8.) This shall be the entire agreement of the parties, supplemented only by the agreement between the parties in regard to individual product pricing and product delivery schedules.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, to be effective as of this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_, **GUARANTOR**

Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_, **BUYER**

Print Name

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**RELIABLE BROTHERS, INC., SELLER**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

