

Internal Office Use:

Branch Code: \_\_\_\_\_  
Sales Code: \_\_\_\_\_  
Price Group: \_\_\_\_\_

FAX To: **(678) 487-8904** OR  
Email to: [credit@fencingsupplygroup.com](mailto:credit@fencingsupplygroup.com)

APPLICANT		<b>S H I P  T O</b>	DBA TRADE NAME
ADDRESS			NAME
CITY STATE ZIP			ADDRESS
TELEPHONE	FAX		CITY, STATE, ZIP

DUN # \_\_\_\_\_ DriverLisc # \_\_\_\_\_ FEIN \_\_\_\_\_  
and State \_\_\_\_\_

TYPE OF BUSINESS	OWNERS, PARTNERS, OFFICERS, ADDRESSES	SOCIAL SECURITY NO.
<input type="checkbox"/> LLC		
<input type="checkbox"/> CORPORATION YEAR INCORPORATED _____		
<input type="checkbox"/> PROPRIETORSHIP		
<input type="checkbox"/> PARTNERSHIP TAX ID# _____		

A/P Contact or Controller:	Email Address:
Contractor's License #:	Do you prefer your invoices e-mailed or regular mail (or both) ? <input type="checkbox"/> Email _____ <input type="checkbox"/> Regular Mail _____ <input type="checkbox"/> Both
TAX EXEMPT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES - ATTACH CERTIFICATE	WILL PURCHASE ORDER BE REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO

**BANKING REFERENCE (MUST INCLUDE ACCOUNT NUMBER OR CONTRACT)**

BANK NAME		ACCOUNT NUMBER
ADDRESS	TELEPHONE	
CITY, STATE, ZIP	CONTACT	TYPE OF ACCOUNT

**TRADE REFERENCES (MUST HAVE PHONE NUMBERS)**

NAME	ADDRESS
ACCOUNT #	CITY, STATE, ZIP
CONTACT PERSON	TELEPHONE
	FAX
NAME	ADDRESS
ACCOUNT #	CITY, STATE, ZIP
CONTACT PERSON	TELEPHONE
	FAX
NAME	ADDRESS
ACCOUNT #	CITY, STATE, ZIP
CONTACT PERSON	TELEPHONE
	FAX

**TERMS AND CONDITIONS**

We hereby make application for credit to Fencing Supply Group Acquisitions, LLC hereafter referred to as FSG. If credit is granted, we agree to pay all bills within the standard terms of Net 30 days. We agree to pay a service charge of \$25.00 for any checks returned from our bank for any reason. Additionally, we understand that a service charge may be assessed on any unpaid balance equal to the lesser of 18% per annum or the maximum rate allowed by law, when an account becomes past due. Should legal action be taken by or through an attorney after maturity to secure payment for merchandise received, we agree to be liable for all expenses and costs, including reasonable attorney's fees incurred by FSG equal to the lesser of 15% of the total principal and accrued interest due or the maximum attorney's fees allowed by law. We agree that this Credit Application/Agreement shall be governed by the laws of the State of Georgia. We consent to this personal jurisdiction of the Georgia Courts, and we agree that jurisdiction and venue shall be in the State and/or Federal Courts located in Fulton County, Georgia, at the sole discretion of FSG. FSG reserves the right to withdraw credit at any time without prior notice. All information furnished as part of this application becomes the property of FSG. No change in terms authorized unless signed by an officer of Fencing Supply Group Acquisitions, LLC. We agree to observe FSG's standard terms and conditions set forth herein and on its invoice from time to time in effect, notwithstanding any different or additional terms stated in our purchase order. We represent that we are financially capable of paying invoices as they are due. This information is given in confidence and relied upon by FSG for the sole purpose of establishing credit with FSG. Authorization is hereby given to make inquiry of all trade and financial sources which are deemed necessary to properly evaluate this application. In consideration of selling fence related products and services, the purchaser hereby grants as security for credit terms, a Purchase Money Security Interest in all fence related products and services sold to the Purchaser and a Security Interest in the balance of all the personal property which is in, or will be in the possession of the Purchaser and its agent. Fencing Supply Group Acquisitions, LLC shall have all remedies available under all PPSA or other similar securities acts which includes the right to enforce remedies in accordance with applicable law as a secured party. The undersigned hereby consent(s) to Fencing Supply Group Acquisitions, LLC's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Fencing Supply Group Acquisitions, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. Section 1681, et seq. Dispute Resolution. Any controversy or claim arising out of or relating to this contract or the personal guarantee below, or the breach thereof, shall be decided by litigation unless Federal Supply Group Acquisitions, LLC, at its sole option, advises us that FSG elects to have the controversy or claim decided by arbitration. In the event FSG elects to arbitrate the controversy or claim, such arbitration shall be conducted by binding arbitration in Atlanta, GA, by a single arbitrator, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As part of the award rendered by the arbitrator(s) the prevailing party shall be entitled to recover from the losing party all costs of the arbitration, including reasonable attorney fees incurred. NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into, a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, DC 20580. Any provision or part of this Credit Application or the Continuing Personal Guarantee below held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon us, and any such provision or part shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part thereof that comes as close as possible to expressing the intention of the stricken provision or part thereof.

**BY:** \_\_\_\_\_  
Name of Corporate Officer / Owner / Partner Title

**DATE:** \_\_\_\_\_

**CONTINUING PERSONAL GUARANTEE**

In consideration of credit being extended to the Applicant identified on page 1 of the above Credit Application, I personally guarantee all indebtedness of any kind, owing at any time by said Applicant to Fencing Supply Group Acquisitions, LLC I further agree that this guarantee is an absolute and continuing one, is a guarantee of payment and not of collections, and no notice of the indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended, and/or renewed without notice to me. Neither bankruptcy nor any other similar proceeding of applicant shall impair or affect my obligations under this guarantee. The above Credit Application is incorporated herein by reference in its entirety.

<b>SIGNATURE</b>	<b>DATE</b>
PRINT NAME HERE	ADDRESS, CITY, STATE, ZIP
SOCIAL SECURITY NO.	TELEPHONE
DRIVERS LICENSE NO. & STATE	FAX