



# HEADWATER WHOLESALE, LLC

1792 Highland Ave NE  
Hickory, NC 28601  
Phone: 828.322.1100  
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## CREDIT APPLICATION & AGREEMENT

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ COUNTY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_ COUNTY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

\* SALES TAX EXEMPT: \_\_\_\_\_

YES  NO (If you answered yes, please attach a copy of the certificate and indicate number above)

OWNERSHIP: ( ) INDIVIDUAL ( ) PARTNERSHIP ( ) CORPORATION ( ) LLC ( ) OTHER: \_\_\_\_\_

FULL NAME OF OWNER(s) OR OFFICERS ("PRINCIPALS"):

NAME	TITLE	SOCIAL SECURITY NUMBER

ACCOUNTS PAYABLE CONTACT		DELIVERY OF INVOICES/STATEMENTS		
NAME:	FAX:	<input type="checkbox"/> EMAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> MAIL
PH:	EMAIL:	CHOOSE ONLY ONE		

DATE BUSINESS STARTED \_\_\_\_\_ ANNUAL SALES \$ \_\_\_\_\_

IF NEW BUSINESS, DESCRIBE PAST EMPLOYMENT (OR IF STILL EMPLOYED) \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED? \_\_\_\_\_ ISSUED BY WHOM? \_\_\_\_\_

ESTIMATED AMOUNT OF CREDIT NEEDED MONTHLY: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

(CREDIT CARD ACCOUNTS EXCLUDED)

	NAME	ADDRESS	CITY/STATE/ZIP	TELEPHONE
SUPPLIER				
SUPPLIER				
SUPPLIER				

ARE ANY OF THE ABOVE SECURED? IF YES, PLEASE EXPLAIN: \_\_\_\_\_

NAME OF BANK \_\_\_\_\_ PHONE NO. ( ) \_\_\_\_\_ BRANCH \_\_\_\_\_  
ADDRESS \_\_\_\_\_ ACCT. # \_\_\_\_\_ OFFICER \_\_\_\_\_

TERMS: Applicant and the undersigned principal(s) represent that the information provided in this Credit Application and Agreement ("Agreement") is true and correct and is given to induce Headwater Wholesale, LLC ("HEADWATER") to extend credit to Applicant for commercial or business use only. Applicant authorizes HEADWATER to make inquiry into any and all matters set forth in this Agreement and to obtain oral or written reports from any credit reporting agency or reference necessary for evaluation of Applicant's credit history, business relationships and financial status and responsibility.

Applicant agrees to pay HEADWATER's invoices according to the payment terms stated on the invoices and to pay interest accrued at the rate of 1.5% per month upon any overdue invoice or account balance. Applicant agrees to pay all of HEADWATER's costs of collection, including reasonable attorneys' fees, if Applicant's account is referred to an attorney for collection or if legal action is taken to collect. If at any time an invoice is past due, HEADWATER will have the right, by notice, to accelerate and declare all account indebtedness of Applicant to HEADWATER immediately due and payable in full, regardless of invoice terms. HEADWATER will have the right, in its sole discretion, upon notice to Applicant, to change any term of credit offered to Applicant or to revoke further extension of credit to Applicant. All sales of goods by HEADWATER to Applicant shall be governed exclusively by HEADWATER's Terms and Conditions of Sale, which are located on the "about us" page at [www.headwaterwholesale.com](http://www.headwaterwholesale.com), which shall be incorporated by this reference and agreement, into all orders and sales contracts now or hereafter existing between HEADWATER and Applicant. Applicant grants to HEADWATER a security interest in all goods sold by HEADWATER to Applicant, and the proceeds and products thereof, to secure all present and future indebtedness owed by Applicant to HEADWATER. Principals agree to the terms of this Agreement and hereby individually, unconditionally and jointly and severally guarantee payment to HEADWATER of all amounts due or which hereafter become due, on Applicant's account with HEADWATER. This Agreement will be interpreted and governed in accordance with the substantive of laws of the state of North Carolina, without regard to principles of conflicts of law. The Applicant and principal(s) consent and submit to the personal jurisdiction of the state and federal courts located in North Carolina with respect to any claim involving enforcement or interpretation of this Agreement, any civil action for recovery of debts or obligations owed to HEADWATER or adjudication of any other claim or dispute involving HEADWATER.

By signing in the space below, the undersigned agree to all of the foregoing terms and conditions.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

COMPANY NAME

OWNERS/PRINCIPALS  
(Principal(s) must also sign without listing titles)

\*BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

\* \_\_\_\_\_

\*PRINT NAME \_\_\_\_\_

\*BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

\* \_\_\_\_\_

PRINT NAME \_\_\_\_\_

\*BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

\* \_\_\_\_\_

\*PRINT NAME \_\_\_\_\_

FOR OFFICE USE ONLY

DATE: \_\_\_\_\_ NEW  REVIEW

SALESMAN/NO: \_\_\_\_\_ BRANCH/NO: \_\_\_\_\_ PRICE TYPE: \_\_\_\_\_

ENTERED CRT: \_\_\_\_\_ ACCOUNT#: \_\_\_\_\_

TERMS: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\* PLEASE COMPLETE ALL ASTERISK FIELDS\*