



Corporate Address  
 1792 Highland Ave NE  
 Hickory, NC 28601  
 Fax: (828) 324-1484  
 ar@headwaterwholesale.com

**HEADWATER**  
 WHOLESALE

BRANCH USE ONLY	
Date	_____
Branch	_____
Sales Rep	_____
Price Type	_____
Req. Terms	_____
Mgr. Appr.	_____

**ACCOUNT APPLICATION / CREDIT POLICY & AGREEMENT**

COMPANY NAME		DATE
MAILING ADDRESS		COUNTY
CITY	STATE	ZIP
SHIPPING ADDRESS		COUNTY
CITY	STATE	ZIP
PHONE: OFFICE	OWNER EMAIL	OWNER CELL
AP CONTACT NAME	AP EMAIL	AP CELL
INVOICES EMAILED? YES/NO EMAIL: _____		STATEMENTS EMAILED? YES/NO EMAIL: _____
OWNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GOVERNMENT		
Federal Tax ID # (Business ID) _____		Business/Contractor License # _____
<input type="checkbox"/> Credit Amount Desired \$ _____ OR <input type="checkbox"/> COD Terms Requested _____		
FULL NAME OF OWNER(S) OR OFFICERS ("PRINCIPALS"):		
NAME	TITLE	SOCIAL SECURITY NUMBER

BANK INFORMATION			
NAME OF BANK		BRANCH	
ADDRESS	CITY	STATE	ZIP
TELEPHONE	OFFICER	ACCOUNT #	

REFERENCES OF CURRENT SUPPLIERS NOW EXTENDING CREDIT			
NAME	CITY / STATE / ZIP	PHONE	FAX
SUPPLIER			
SUPPLIER			
SUPPLIER			

GENERAL INFORMATION	
DESCRIBE TYPE OF BUSINESS AND WORK PERFORMED	ARE PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE BUSINESS STARTED	
SALES TAX EXEMPT? YES / NO (If yes, please attach a copy of the certificate and indicate #)	TAX RESALE NUMBER IS:

**NOTE: Must have valid exemption certificate. Taxes will be charged until certificate in-house.**

**\*\*NOTE - SIGNATURE IS REQUIRED ON THE REVERSE SIDE OF THIS APPLICATION\*\***

**HEADWATER WHOLESALE  
CREDIT AGREEMENT AND PERSONAL GUARANTEE**

The following constitutes Headwater Wholesale’s (HWW) credit policy. In consideration of extension of credit, the undersigned Customer and Personal Guarantor(s) hereby agree to payment of the account according to the following conditions:

1. Customer and Personal Guarantor(s) agree to pay HWW’s invoices according to the payment terms stated on the invoices. To qualify for any cash discounts which may be in effect, Customer’s account must be current and in good standing.
2. A service charge will be assessed on any past due account at a rate of 2% per month (24% annually), or the maximum rate allowable by law. Any account past due can be placed on C.O.D. until the account is current and any account on C.O.D. will not be entitled to any cash discount until the account is current. If at any time an invoice is past due, HWW will have the right, by notice, to accelerate and declare all account indebtedness of Customer to HWW immediately due and payable in full, regardless of invoice terms.
3. Customer and Personal Guarantor(s) grant to HWW a security interest in all goods sold by HWW, and the proceeds and products thereof, to secure all present and future indebtedness owed by Customer and Personal Guarantor(s) to HWW.
4. WARRANTIES ARE LIMITED TO MANUFACTURER’S WARRANTIES, IF ANY. HWW WILL PROVIDE COPIES OF ANY MANUFACTURER’S WARRANTIES COVERING ANY PRODUCT SOLD. IN THE EVENT OF A WARRANTY CLAIM, CUSTOMER’S SOLE RIGHT IS TO MAKE A CLAIM UNDER THE MANUFACTURER’S WARRANTY. HWW MAKES NO WARRANTIES WHATSOEVER REGARDING PRODUCTS SOLD OR COMPONENTS CONTAINED THEREIN. HWW EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. HWW SHALL NOT BE LIABLE FOR ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES IN CONNECTION WITH THE PRODUCTS SOLD.
5. Customer and Personal Guarantor(s) agree that HWW may leave shipments without a delivery signature from their company, either at their jobsite or office. If at any time a proof of delivery is requested from Customer, a delivery receipt signed by HWW’s driver will be accepted as a valid proof of delivery.
6. Customer and Personal Guarantor(s) represent the information provided is complete, true and correct and they authorize HWW to verify said information with banks and trade references and to make any and all additional credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services. HWW is authorized to verify and check credit at the time of extension of credit or at any time during the continuation of business credit. HWW is authorized to answer questions from others regarding their credit experience with Customer.
7. PERSONAL GUARANTEE: If Customer is a business entity, the individual(s) signing below as Authorized Signature for that business entity agree to be Personal Guarantor(s) and to personally guarantee performance of this agreement. Personal Guarantor(s) acknowledge this guarantee is given for and in consideration of HWW extending credit to Customer at Personal Guarantor(s)’s request and is given to induce HWW to extend such credit. Personal Guarantor(s), separately or jointly, unconditionally personally guarantee and promise to HWW payment in full of any obligation of the Customer to HWW on demand whenever due. Personal Guarantor(s) authorize HWW to use a non-business consumer credit report on the Personal Guarantor(s) in connection with the extension of business credit. The Personal Guarantor(s) individually consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act. The guarantee of payment is no way conditioned upon any attempt to collect from the Customer. This guarantee is a continuing and irrevocable guarantee for the indebtedness of the Customer. This guarantee shall in no way be affected or diminished by reason of any extension of time, renewal, or other accommodation that may be granted to the Customer by HWW, and Personal Guarantor(s) hereby expressly consent to such modifications, extensions, and renewals. Personal Guarantor(s) hereby waive acceptance, nonpayment, notice of default or any notice whatsoever.
8. If the account is turned over to any attorney for collection, the undersigned Customer and Personal Guarantor(s) agree they will be responsible for the costs of collection, including reasonable attorney’s fees and costs. In the event of suit to collect any balance due, the undersigned Customer and Personal Guarantor(s) also agree that venue and jurisdiction shall be in Catawba County, North Carolina and the undersigned Customer and Personal Guarantor(s) consent to personal jurisdiction in North Carolina.

This agreement may be executed by faxed or electronic signature and such shall be binding upon the parties the same as original execution.

**I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE ABOVE.**

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Company Name

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Printed Name of Principal	Date	Authorized Signature and Individual Personal Guarantee
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Printed Name of Principal	Date	Authorized Signature and Individual Personal Guarantee
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