

OFFICE USE		REV 09/2021
Date		<u> </u>
Salesperson		_
☐ Approval	□ Decline	
Limit		

Company Name	or Individual)					
Address			City/Zip			
Phone:			Fax:			
Billing Address (if	different from above)					
This location is			Name ar	nd Address of Parent Compa	any (if applicable)	
☐ Main Office	☐ Branch Office					
	☐ Corporation			FED ID#		
Business Entity Is						
	☐ Partnership					
	Corporate Officer(s), Partner(s), or O ocial Security No. & DL No. for iden					
Position	Name		Home Ad	ldress/City/State/Zip	DL#	S.S.#
Voore in business	Voore et Dro	ant Location.		- Our	П	
Years in business	tears at Pre	sent Location:		□ Own	□ Lease	
Describe your pro	duct or service:					
Anticipated Month	lly Purchases:		Credit	Limit Requested:		
Do you issue Purc	hase Orders? Sales	Tax Status		In order for us to sell you a	ny merchandise on a ta	y exempt hasis
		axable	mpt	we must have a fully filled of as per state regulations.		
How Timely do yo	ou pay your bills?		Н	l ow would you prefer to recei	ve your invoices?	
□ Per Terms	☐ 30 Days slow ☐ Other			☐ E-mailed ☐ US Pos	stal	
Accounts Payable	Contact:	Phone#	ŧ	E-mail:		
	re to be made by only author tify authorized use of this acc		ase provi	de a list of names with	this application or	indicate how



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Bank Name	Branch	City	Phone	Acct#	
1.					
2.					
References:					
Company Name	Address/City	Address/City/State/Zip			
Contact Name	e-mail addre	e-mail address			
Company Name	Address/City	Address/City/State/Zip			
Contact Name	e-mail addre	e-mail address			
Company Name	Address/City	Address/City/State/Zip			
Contact Name	e-mail addre	e-mail address			
Company Name	Address/City	Address/City/State/Zip			
Contact Name	e-mail addre	e-mail address		Fax	

## ACCOUNT AGREEMENT AND TERMS OF SALE

## PLEASE READ CAREFULLY AND MAKE A COPY FOR YOUR RECORDS

The undersigned hereby applied to Franklin Building Materials for Credit. It is understood and agreed that the undersigned specifically consents to Franklin Building Materials investigating the applicant's credit history and may utilize outside credit reporting services to obtain information on the undersigned. Applicant further agrees to give permission to make inquiry of financial and related matters at applicant's bank(s).

Payment Terms: I understand the payment terms are **NET 15** for all invoices. Prices charged are with expectation of payment being made within standard terms. **PAST DUE INVOICES WILL** be subject to a **LATE PAYMENT CHARGE OF 1 1/2%** of the invoice total for each month thereafter as an adjustment in the price. It is further agreed this will not affect Franklin Building Materials right to demand payment and take action to collect past due amounts.

**Terms and Conditions of Sale:** The undersigned agrees to pay all purchases according to the terms of Franklin Building Materials. No terms or conditions of purchase orders different from the terms of Franklin Building Materials will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Franklin Building Materials. No items will be accepted for return without prior approval. **All returns are subject to a return charge.** 

Proof of Delivery (POD): The Undersigned agrees to accept Franklin Building Materials POD methods (a)(b) as satisfactory POD's. Franklin Building Materials will schedule delivery of materials upon Buyer's request, such request must be sent via e-mail (a) e-mail will be filed and presented to the Buyer as a valid POD (b) At the jobsite, POD can be signed by any person who accepts the delivery in behalf of the Buyer. Franklin Building Materials shall not be liable or responsible for material stolen or damaged after delivery

Security Interest: To secure the payment of all amounts due Franklin Building Materials, the undersigned hereby grants to Franklin Building Materials a security interest in all goods purchased by Buyer from Franklin Building Materials, including all accounts receivable arising from the sale or use of said goods, insurance proceeds and products thereof. The undersigned hereby agrees to execute any and all documentation requested by Franklin Building Materials to evidence and perfect this security interest including, but not limited to, a form UCC-1 Financing Statement, if request by Franklin Building Materials. Upon default, Franklin Building Materials may exercise any and all rights and remedies provided by law, and may require the undersigned to assemble the collateral and make it available to Franklin Building Materials at any reasonable place designated by Franklin Building Materials.

Upon a change in principals or the legal identity of the company, applicant will give written notice 15 days prior to the change to the credit department of Franklin Building Materials. The company and/or the principals agree to provide to Franklin Building Materials updated financial information on request. Should suit be instituted to collect any debts of the undersigned, the undersigned agrees to pay all actual costs of collection and attorney's fees and interests on the past due amount at the highest rate legally available, and venue shall be in El Paso, Texas or at court required by a mechanic's lien.

Facsimile (FAXED) or Photocopy of the Agreement & Signatures will be accepted as Original

			_		
Executed at	, this	s, day of		<del></del>	
OWNER, PARTNER (PRINT NAME		PRESIDENT OR VICE PRESIDENT	T (PRINT NAME)		
			_ / _ / _ / _ /		
OWNER, PARTNER (SIGNATURE		PRESIDENT OR VICE PRESIDENT	T ( SIGNATURE)		
The undersigned jointly and severally, in consideration of the undersigned plantage and promise to pay any a substantial on open account or otherwise, including suilding Materials to proceed against Applicant or publication of the undersided performance, notices of non-perforcement of this personal guaranty shall affect to	deration of the mand all obligations without limitation soursue any other reformance, and the	of said Applicant which have in service charges and attorney's emedy and any statute of limita ne incurrence or modification	g extended to the about the past or may in the first fees. The undersigned ations pertaining hereto;	uture be owing waive any righ and the under	g to Franklin Building nt to require Franklin signed further waive
xecuted at	, this	, day of			
CITY					
GUARANTOR (PLEASE PRINT)		GUARANTOR (SIGNATURE)			
CLIADANTOD (DI EACE DDINT)	İ	CLIADANTOD (SIGNATUDE)			