



**TERMS AND CONDITIONS:**

1. **Authorization for Credit Review**-Applicant hereby authorizes APAC to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply APAC such information as APAC deems necessary to assist it in its consideration of this Application.
2. **Payment Terms**- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from APAC promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if APAC in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then APAC, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion.
3. **Venue in Litigation**-Applicant acknowledges that all billings, accounts receivable, and credit functions of APAC are processed through its division office. Therefore, in the event of litigation between Applicant and APAC, the lawsuit or action, at the sole option of APAC, shall take place in the courts located within the same county in which APAC's division office is located, Applicant hereby waives its right to litigate in any other county.
4. **Default**-The occurrence of any of the following events shall constitute a default under this Agreement:
  - (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement;
  - (b) Applicant or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors;
  - (c) Any information or other representations now or hereafter made or furnished to APAC by Applicant or at Applicant's request or instructions is, or is believed in good faith by APAC to be, inaccurate, incomplete, or false in any material respect;
  - (d) Applicant violates or breaches any provision of this Agreement;
  - (e) Any Collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after APAC demands to inspect the same;
  - (f) Any other event which causes APAC, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
5. **Sales and Use Tax**-Applicant agrees, that in the event APAC is required to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless APAC for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by APAC in contesting such tax.
6. **Waiver**-APAC may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
7. **Binding Agreement**-This Agreement shall inure to the benefit of the successors and assigns of APAC, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.
8. **Corporate Authority and Liability**-Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not a corporation, Applicant acknowledges that APAC is relying upon the creditworthiness and financial ability of the owner or owners of Applicant and upon the business name of Applicant; therefore, in the event Applicant subsequently incorporates, the owner or owners of Applicant shall be liable to APAC for all indebtedness of Applicant then existing and thereafter incurred, until such time as the corporate entity's credit application is accepted and approved by APAC.
9. **Accuracy of Information**-Applicant certifies that any and all information now or hereafter supplied to APAC by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify APAC if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify APAC if he should incorporate this business at any time subsequent to the date of this application.
10. **Provisions of Information**-Applicant is required to provide APAC upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.
11. **Modification of Terms**-The terms of this Agreement may be modified or amended by APAC at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.
12. **Additional Provisions**-the rights and remedies of APAC stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. The laws of the State in which APAC's Division Office is located shall govern the interpretation of this Agreement. This Agreement shall not be binding upon APAC or inure to the benefit of Applicant until written acceptance by APAC.

Applicant has read and hereby agrees to the terms and conditions listed above and on the reverse side of this Application for Credit.

**WITNESSED:**

	Company or Individual Name
Name	Authorized Signature (Must be owner, partner or officer of corporation)
Address	Printed or Typed Name of Signer
	Company Position Held by Signer (If a Business)