



Physical Address: 4100 East Lake Blvd Birmingham AL 35217

Remit To Address: PO Box 11474 Birmingham AL 35202

Telephone: 205-252-9460 Fax: 205-323-0335

CREDIT APPLICATION / SECURITY AGREEMENT

INSTRUCTIONS: All spaces must be filled in and completed. A SIGNATURE OF OWNER OR CORPORATE OFFICER IS MANDATORY PRIOR TO RECEIVING CREDIT TERMS.

Business Information

Applicant Legal Name (hereinafter, "Applicant") _____

Proprietorship Corporation General Partnership LLC LLP Other _____

Applicant Trade Name (if Different) _____

Bill To Address: _____

City / State / Zip: _____

Ship to Address (if different): _____

City / State / Zip: _____

**if applicant is a Partnership or Sole Proprietorship, it is a requirement of this contract that applicant notify creditor in letter form by certified mail should applicant incorporate. Any other form of communication will not constitute a valid notification and applicant waives all rights thereto.

Phone Number: _____

Fax Number: _____

Business Type: _____

Dun & Bradstreet #: _____

Federal Tax ID#: _____

State Sales Tax Exempt #: _____

How Long in Business: _____

(attach a copy of Tax Exempt Certificate for our file)

For sales tax purposes, are you located within the city limits?

Any special sales tax abatements? Y N

Y N

If yes, please explain _____

Bank Information

Bank: _____

Account Number: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Bank Officer: _____

Proprietorship, Partnership or LLC – Owner Information

Name: _____

Name: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Corporation – Officer Information

President _____

Vice President _____

Secretary _____

Treasurer _____



General Information

Credit Line Desired: _____

Annual Volume Expected: _____

Purchase Order Required? Y N

Job Name Required? Y N

Accounts Payable Contact: _____

Phone: _____

How would you like to receive Invoices/Statements?

Mail Fax Email

If Fax – Fax Number: _____

If Email – Address: _____

Trade References

Name: _____

Name: _____

Address: _____

Address: _____

Contact Person: _____

Contact Person: _____

Phone Number: _____

Phone Number: _____

Fax Number: _____

Fax Number: _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact Person: _____

Contact Person: _____

Phone Number: _____

Phone Number: _____

Fax Number: _____

Fax Number: _____

General Contractor References

Name: _____

Name: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Fax Number: _____

Fax Number: _____

I certify that the above information is true and correct and that I am acting with full authority on behalf of Applicant. The Applicant agrees to pay American Pipe & Supply Co., Inc. or all of its assignees, subsidiaries or affiliate companies, all sums which may be due in accordance with American Pipe & Supply Co., Inc.'s credit terms, which may from time to time change. I authorize you, on behalf of the Applicant, to verify the information and/or obtain additional information by securing data from the bank, references, and/or credit-reporting agency. Applicant acknowledges that all past due balances will be subject to a one and a half percent (1 1/2%) per month service charge. Applicant to pay one hundred percent (100%) of all collection costs, including all reasonable attorney fees, plus an interest or other lawful charges, if this account is placed for collection with an attorney or collection agency. Applicant grants American Pipe & Supply Co., Inc. the option to acquire a security interest in which this application or copy thereof may be used as a Security Agreement. Applicant agrees that the account may be secured by this Security Agreement and Uniform Commercial Code Financing Statement giving American Pipe & Supply Co., Inc. a security interest in all inventory & equipment, cash in bank accounts, accounts receivable, collateral, collateral proceeds, after-acquired collateral and after acquired collateral proceeds of the applicant.

Applicant Legal Name(Print): _____ Signature: _____

Print Name: _____ Title: _____ Date _____



Guarantee

1. Each of the undersigned does hereby endorse and unconditionally guarantee the payment of all sums that may become due and payable by Applicant to American Pipe & Supply Co., Inc., including all costs and reasonable attorney fees.

Waivers

2. Each of the undersigned waive the following:
 - a. Presentment, demand, protest, notice of protest, notice of dishonor, and notice of nonpayment;
 - b. The right, if any, to the benefit of, or to direct the application of, any security hypothecated to the holder until all indebtedness of the maker to the holder, regardless of its source, has been paid; and
 - c. The right to require the holder to proceed against the maker, or to pursue any other remedy in the holder's power.
 - d. All rights of exemption of real and personal property available under the Laws of the United States and the undersign's state of residence.

Right of Direct Action

3. Each of the undersigned further agree that American Pipe & Supply Co., Inc. may proceed against the undersigned directly and independently of the Applicant, and that the cessation of the liability of the Applicant, for any reason other than full payment, shall not in any way affect the liability of the undersigned.

Renewals and Extensions

4. The undersigned further agree to all renewals and extensions of Credit Application or credit terms and that the same may be made without notice to or the further consent of the undersigned.

GUARANTOR SIGNATURE:

PRINTED NAME:

DATE:
