



[www.SouthernMaterials.com](http://www.SouthernMaterials.com)

## **Credit Packet Instructions**

Southern Materials Company would like to thank you for your interest in doing business with us. We will do everything we can to deliver quality products and services to help your company become more successful. If you have any questions, please contact us at (417) 865-2822.

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### **Pg. 1: Credit Application**

This form needs to be filled out completely and signed either by the owner of the company or an authorized officer of the company. If you have a prepared list of references you may attach it to the application instead of writing them on the application.

### **Pg. 2: Personal Guaranty**

This form needs to be filled out completely and signed by all owners and, if married, by their spouses.

If your organization is a publicly traded company or government entity, this form is not needed.

### **Pg. 3: Return Goods Policy**

This form states our company's return goods policy and is for informational points only. You do not need to return it to us.

### **Pg. 4: Southern Materials Company's Terms & Conditions of Sale**

This form is for information purposes only. You do not need to return it to us.

### **Pg. 5: Joint Check Agreement**

Unless Southern Materials Company notifies you, you do not need to fill out this form.

# Southern Materials Company

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## SOUTHERN MATERIALS COMPANY CREDIT APPLICATION

BILLING ADDRESS

SHIPPING ADDRESS

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

### TRADE REFERENCES

\*All information *MUST BE COMPLETED* in the following section to be considered for credit.

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

( )

( )

PHONE

PHONE

( )

( )

FAX

FAX

NAME

NAME

ADDRESS

ADDRESS

PO BOX

PO BOX

CITY STATE ZIP

CITY STATE ZIP

( )

( )

PHONE

PHONE

( )

( )

FAX

FAX

### COMPANY INFORMATION

( )

( )

CREDIT CONTACT

PHONE

FAX

EMAIL

( )

( )

PURCHASE CONTACT

PHONE

FAX

EMAIL

YES  NO

NATURE OF BUSINESS

LINE OF CREDIT REQUESTED

TAX EXEMPT (State regulations require collection

Of sales taxes if a valid exemption certificate is not on file.)

BANK

BANK ACCOUNT NUMBER

SUBSIDIARY OF

DIVISION OF

Southern Materials Company 2010





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**PERSONAL GUARANTY**

PROVIDED TO: SOUTHERN MATERIALS COMPANY

**Customer** \_\_\_\_\_

The undersigned guarantor(s) ("Guarantor"), in order to induce Southern Materials Company to extend credit to the customer of Southern Materials Company identified above (the "Customer") for the purchase of goods and services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby absolutely and unconditionally guarantee payment of any and all debts, accounts, and liabilities, and any other obligations of the Customer to SOUTHERN MATERIALS COMPANY whatsoever, arising on or after the date of this personal guaranty, that shall at any time be owing to SOUTHERN MATERIALS COMPANY on account of goods or services provided by SOUTHERN MATERIALS COMPANY, whether said indebtedness is in the form of notes, bills, open account, or any other similar obligation. This personal guaranty shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Southern Materials Company, without any obligation of Southern Materials Company to notify or obtain Guarantor's consent to the same, and without any obligation of Southern Materials Company to pursue collection from the Customer. If there is more than one Guarantor, the liability of each shall be joint and several. This personal guaranty may only be revoked by Guarantor, effective upon the expiration of ten (10) days after receipt of written notice from Guarantor to SOUTHERN MATERIALS COMPANY, provided that any such revocation shall not in any manner affect Guarantor's liability for any liability or indebtedness contracted by Customer prior to the revocation becoming effective as provided herein. Any notice to SOUTHERN MATERIALS COMPANY shall be made by US certified mail return receipt requested, postage prepaid to the address provided above, and attention SOUTHERN MATERIALS COMPANY credit manager.

Guarantor further agrees to indemnify and save SOUTHERN MATERIALS COMPANY harmless from any loss, damage and expense caused by or arising out of any default by Customer or Guarantor, and agree, upon demand to pay SOUTHERN MATERIALS COMPANY the amount of any such loss, damage or expenses, including, but not limited to, all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guaranty, or the enforcement of any obligation as result of the extension of credit to Customer, whether or not suit is filed. This agreement shall be binding on the heirs and personal representatives of the Guarantor. SOUTHERN MATERIALS COMPANY and Guarantor agree that this personal guaranty shall be governed by the internal laws of the state of Missouri, and the exclusive jurisdiction and venue for any action arising hereunder shall be in the state or federal courts located in Springfield, Missouri. **SOUTHERN MATERIALS COMPANY AND GUARANTOR EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS PERSONAL GUARANTY.**

Guarantor Name \_\_\_\_\_

Guarantor Name \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

SS# \_\_\_\_\_ Date: \_\_\_\_\_

SS# \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Guarantor Name \_\_\_\_\_

Guarantor Name \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

SS# \_\_\_\_\_ Date: \_\_\_\_\_

SS# \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\*Signature of each married guarantor's spouse is required



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## RETURN GOODS POLICY

We pledge our cooperation to handle returns in a prompt and fair manner.  
Please contact CUSTOMER SUPPORT for **ALL** returns.

Warehouse personnel or drivers are not authorized to approve returns or accept them without prior authorization.

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### 1. STOCK MATERIAL – RETURNS FOR CUSTOMER’S CONVENIENCE

Provided the material is in unused, resalable condition and of current design, Customer Support will issue a Return Goods Authorization (RGM) subject to the following:

- a. No re-stock handling charge if material reaches us within 30 days from Ship date and you provide us with our invoice number.
- b. A 25% re-stock handling charge applies if material reaches us after 30 Days or no invoice number is provided.

### 2. NON-STOCK OR DIRECT SHIP MATERIAL – RETURNS FOR CUSTOMERS CONVENIENCE

Contact Customer Support before returning material with a list of the Item(s) to be returned, the reason for return, and our invoice number. We Will request return from the factory and make arrangements to get the Material from you within 30 days. Return of non-stock material is subject To a minimum 25% re-stock handling charge and any applicable freight Charges.

### 3. OUR ERROR

Contact Customer Support. Every effort will be made to correct the error Promptly.

### 4. DEFECTIVES

Adjustments will be made in accordance with manufacturer’s warranty.

Please recognize that warranties vary from supplier to supplier. Depending On the nature of the defect, we may have to involve factory personnel.

### 5. EXCLUSIONS – NOT RETURNABLE FOR CREDIT

- a. Material cut-to-length or otherwise modified to customer’s specification.
- b. Obsolete, discontinued, or “close-out” items.
- c. Broken fragile items, e.g. porcelain or glass.
- d. Material not purchased from us.
- e. Customer material or material otherwise not returnable to the factory.
- f. Non-stock material without our invoice.

*NOTE: Resalable Condition is defined as the following:*

- a. In ORIGINAL container
- b. ALL manuals are included
- c. NO writing/stickers on container(s)
- d. Item must NOT have been installed

***\*Credit will be issued within ten days of receipt of material.***

**Southern Materials**  
*Company*

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# Southern Materials Company

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## JOINT CHECK AGREEMENT

Date: \_\_\_/\_\_\_/\_\_\_

TO: SOUTHERN MATERIALS COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Project Name \_\_\_\_\_  
Project Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Customer Name \_\_\_\_\_  
Customer Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total Payments to SOUTHERN MATERIALS COMPANY Under this Agreement \$ \_\_\_\_\_

In order to induce you to sell materials to your above named Customer, for installation and use on the above identified Project, and in consideration of your furnishing materials to the said Customer, the undersigned Payor for said project covenants and guarantees to SOUTHERN MATERIALS COMPANY ("SOUTHERN MATERIALS COMPANY") the prompt and full payment to SOUTHERN MATERIALS COMPANY of all invoices for materials furnished upon said project within 45 days of the date they are submitted to the Customer. SOUTHERN MATERIALS COMPANY's invoices will be sent to the Customer, who in turn shall promptly invoice the Payor, if it has not previously done so. Past due amounts shall bear interest at 1½% per month (18% APR) until paid in full. No terms or conditions of any agreement between Customer and Payor shall be effective to vary the terms of this agreement, or the terms and conditions of sale between Customer and SOUTHERN MATERIALS COMPANY. Payor agrees that its rights and obligations with respect to the materials provided by SOUTHERN MATERIALS COMPANY shall be subject to the terms and conditions of sale between SOUTHERN MATERIALS COMPANY and Customer. Under no circumstances whatsoever shall the Payor or Customer retain, withhold or otherwise backcharge, or take any credit or set-off against SOUTHERN MATERIALS COMPANY for any amount, or for any claim, without SOUTHERN MATERIALS COMPANY's express prior written agreement, duly executed by an officer of SOUTHERN MATERIALS COMPANY. The Payor's and Customer's obligation to promptly pay SOUTHERN MATERIALS COMPANY shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract including any contract between the Payor and the Customer, without SOUTHERN MATERIALS COMPANY's express prior written agreement thereto duly executed by an officer of SOUTHERN MATERIALS COMPANY. Any such claim, set-off, credit or backcharge shall be promptly presented, in writing, to SOUTHERN MATERIALS COMPANY within thirty days of the event or discovery of the matter giving rise to such claim, set-off, credit or backcharge. If liability for such claim, set-off, credit or backcharge is accepted in writing by an officer of SOUTHERN MATERIALS COMPANY, SOUTHERN MATERIALS COMPANY will credit such claim, set-off, credit or backcharge to Payor's or Customer's account. If such claim, set-off, credit, or backcharge is rejected by SOUTHERN MATERIALS COMPANY, Payor's and Customer's sole remedy shall be to bring an action against SOUTHERN MATERIALS COMPANY for such claim, set-off, credit or backcharge as hereinafter provided. The undersigned Payor shall submit payment in the form of check(s) jointly payable to SOUTHERN MATERIALS COMPANY and the Customer, and shall obtain the endorsement thereof by the Customer and then forward the check(s) to SOUTHERN MATERIALS COMPANY. The total of payments to SOUTHERN MATERIALS COMPANY under this agreement shall be as set forth above.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any action provided for or relating to this agreement shall be brought exclusively in the state courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts. Customer and Payor expressly waive any right to remove such action to any Federal Court. In the event SOUTHERN MATERIALS COMPANY is the prevailing party in any action, Payor and Customer agree to pay SOUTHERN MATERIALS COMPANY's attorney's fees and costs incurred in such action.

It is understood that SOUTHERN MATERIALS COMPANY is not waiving or relinquishing any rights provided by law as a material man upon the project.

Payor

Customer

\_\_\_\_\_  
Print Name of Payor

\_\_\_\_\_  
Print Name of Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

Payor Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_