SF Distributors PO Box 3355 Knoxville, TN 37927-3355

P: 855-887-9352

E: billing@sfdistributors.com



## **CREDIT APPLICATION AND AGREEMENT**

<b>GENERAL INFORMATION</b>	<u>l</u>		
Legal Business Name:		Trade Names or	r DBA:
Physical Address:		Mailing Address	
City, State Zip:		City, State Zip:_	
Phone:	Fax:		
AP Contact:	Phone:_	E	Email:
BUSINESS INFORMATION	<u>N</u>		
Business Type:	Corporation	☐ Partnership ☐ S	ole Proprietor $lacksquare$
Years in Business:		Nature of Business:_	
Tax ID#:		DUNS#:	
Estimated Annual Sales:		Number of Employees	:
Amount of Credit Requeste	ed:	(Financials	required for limits over \$100k)
PRINCIPALS  Name:	Title:		%Ownership:
Address:		City, State Zip	:
Phone:	Fax:		
Name:	Title:		%Ownership:
			):
(use additional page if necessary) BANK REFERENCES			
Bank:		Account#:	
Address:			:
Contact:	Phone:		Email:
CREDIT REFERENCES			
Name	Contact	Phone Fa	ax Email
1			
3			

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## **PAYMENT AGREEMENT**

This Payment Agreement (the "Agreement") is entered into as of \_\_\_\_\_\_(date) by and between SF Distributors (hereafter "Creditor") and

(hereafter "Applicant").
In consideration of the processing by Creditor of this application, and/or the extension of any credit to Applicant and/or the making of any sale to applicant subsequent to signing of this document by Applicant, Applicant agrees as follows:
1. Representation of Applicant. Applicant hereby represents and warrants to Creditor that the information provided in the Business Credit Application is true and accurate.
2. Payment Terms. Applicant shall make payment to Creditor within thirty (30) days from the invoice date ant by Creditor.
3. Late Payment. If Applicant fails to make any payment or payments when due, Applicant agrees to pay Creditor late charges at the rate of eighteen percent (18%) per annum on all past due, unpaid amounts. If for any reason the rate of eighteen percent (18%) is found to be unenforceable, Applicant agrees to pay Creditor late charges at the maximum rate then permitted by Tennessee law. Applicant agrees to pay all costs of collection including legal expenses and reasonable attorney fees incurred by Creditor to collect any amounts due to Creditor from Applicant which are not paid on time.
4. Credit Limit. Creditor reserves the right to approve or refuse credit at Creditor's discretion. Also, Creditor may establish and advise Applicant of its credit limit if and when Creditor opens Applicant's account. Applicant may increase or decrease the credit limit at any time and without notice.
5. Notices. The Business Credit Application and Agreement shall continue in full force and effect until such time as one party shall receive from the other party (by personal delivery or by certified or registered mail) written notice of revocation and/or change of status. Such notice shall be delivered or sent to the party at its address listed on the Business Credit Application. Notice of Revocation and/or Change in Status shall not in any way relieve Applicant from liability for any indebtedness incurred prior to the actual receipt of such notice. Moreover, receipt by Creditor of a check or checks or correspondence showing a different name than the name on the account shall not constitute written notice of a change of status.
6. Jurisdiction. The parties hereby agree that they submit to the personal jurisdiction of any state district court in Tennessee for any matters relating to this Agreement or with respect to goods purchased by Applicant from Creditor. The parties further agree that in the event a dispute or claim should arise both Creditor and Applicant stipulate that such a claim shall be venued in the state district courts of Tennessee.
7. Construction. This Agreement shall be construed on the rights and obligations of the parties hereunder and shall be governed by the laws of the State of Tennessee.
8. Modification. This writing is intended as the entire Agreement between the parties and a complete and exclusive statement of the terms and conditions of their Agreement which will only be modified or rescinded as expressly provided for hereby or in writing signed by both parties.
<u>SIGNATURE</u>
Legal Business Name:
Authorized Signature:
Printed Name:
Title:
Date: