



The block, brick & more resource

WILLOCKS BROTHERS CO., INC.

1021 Foch Street, Maryville, TN 37801

Maryville Ph. (865) 983-3971 Fax (865) 982-5675

Credit Application

Incomplete Applications Will Not Be Processed

Business Legal Name _____ DBA _____

Business FEIN# _____ Main Phone _____

Physical Address _____

Billing Address (if different) _____

Years in Business _____ Amount of Credit Limit Requested: \$ _____

Name of Person Responsible for Bill _____ SS# _____

Accounts Payable Contact _____ Phone _____

Billing Email Address (required) _____ Fax _____

If applicable, attach Sales Tax Exemption Certificate and check this box:

Form of Organization (check one)

- Corporation
- General Partnership
- Limited Partnership
- LLC
- Proprietorship

Company Officers/ Principals – List ALL

Name	Title	Residential Address	SS#
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

Business / Credit References

Name	Address	Phone #	(required) Email Address
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____

Bank Reference (Type codes – C-checking; M-mortgage; S-savings)

Name	Address	Phone #	Acct #	Type	(required) Email Address
1) _____	_____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____	_____

WILLOCKS BROTHERS CO., INC.
CREDIT APPLICATION

Applicant agrees to pay, without setoff, for all costs and fees related to block or other products manufactured or distributed by Willocks Brothers Co., Inc. ("Willocks") at the rates specified and confirmed in connection with each shipment from Willocks. Payments shall be due within 30 days of date of invoice. Applicant's payment obligation to Willocks shall not be subject to the receipt of payment by Applicant from any other party. Credit cannot be extended to accounts over 30 days in arrears. In the event of non-payment or other violation of this Credit Application Agreement, Applicant will: (1) pay one and half percent (1.5%) per month service charge (APR 18%) on all past-due amounts; and (2) if the past due balance is referred to outside collections or an attorney, pay all collection costs including, but not limited to, court costs and reasonable attorneys' fees. There shall be a lien to secure payment of any property for the improvements made by materials herein furnished pursuant to the provisions of Tennessee Code Annotated §66-11-101 et. seq.

Applicant represents that: (1) the person signing this credit application is expressly authorized to enter into an agreement for the purchase of block or other products from Willocks on behalf of Applicant as well as to seek credit for such purposes; (2) any agreement for purchase of block or other products is binding on Applicant; and (3) Applicant consents to venue of any legal action in Blount County, Maryville, Tennessee. This Credit Application Agreement as well as Willocks' Terms and Conditions located at www.WillocksBrothers.com, as amended from time to time, are expressly incorporated by this reference into all purchase orders, invoices, and sales and delivery confirmations entered into by the Parties. By signing below, Applicant hereby agrees to the Terms and Conditions Agreement.

Applicant certifies and represents that (1) it has received and reviewed a copy of this application and the Terms and Conditions Agreement incorporated by reference herein and understands the terms and provisions thereof; (2) all information provided to Willocks is true and correct; and (3) Applicant expressly intends Willocks to rely upon it.

Applicant certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family, or household purposes. Applicant grants permission to Willocks to contact any or all bank and trade references, as well as to receive and furnish information to credit reporting agencies, at any time before or after extending credit to Applicant, and that such bank(s) is authorized to disclose account names and numbers, changes in account names and numbers (including closure of any accounts), balances, and account and loan histories. Willocks agrees that all credit and financial information provided to Willocks by Applicant or the bank(s) will be kept confidential.

Applicant acknowledges that it may receive a credit limit which may or may not be the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, even if in excess of the credit limit and further acknowledges that Willocks will have no liability arising out of a credit limit being exceeded.

Applicant acknowledges and agrees that, in order to extend credit to Applicant, Willocks may require execution of the Personal Guaranty included herein as an Addendum to Credit Application Agreement. Any such Personal Guaranty is hereby incorporated by reference into this Credit Application Agreement.

FCRA NOTICE: THE UNDERSIGNED INDIVIDUAL, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT REPORT MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO WILLOCKS'S USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED INDIVIDUAL IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS CREDIT APPLICATION AGREEMENT. THE UNDERSIGNED HEREBY AUTHORIZES WILLOCKS TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION AGREEMENT. THE UNDERSIGNED AS AN INDIVIDUAL HEREBY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

ECOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

**ADDENDUM TO WILLOCKS BROTHERS CREDIT APPLICATION
PERSONAL GUARANTY**

In consideration of, and as inducement to the periodic extensions of credit by Willocks Brothers Co., Inc., (hereinafter "Willocks") in this Personal Guaranty, to the Applicant named on the attached Credit Application (the "Credit Application"), or its successors, assigns, nominees, or agents, (known collectively as the "Applicant"), the undersigned, (hereinafter, "Guarantor"), hereby personally guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in the Credit Application including, but not limited to, the payment when due of all indebtedness now due or which may become due under the Applicant's Credit Application. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the Applicant under the Credit Application. The undersigned waive(s) all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Willocks and any and all rights of reimbursement, subrogation or indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Willocks pursuant to this Personal Guaranty. The undersigned agree that Willocks shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment.

Guarantors' liability hereunder is direct, immediate, absolute, continuing, unconditional, and unlimited and shall remain in full force and effect until Applicant's obligations under the Credit Application or any other obligations owing from Applicant to Willocks have been performed in full, irrespective of bankruptcy, insolvency, merger, reorganization, termination, discontinuation, or dissolution of Applicant or any assignment by Applicant. This Guaranty shall not be revoked by the death of the Guarantor. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Willocks to enforce the terms of this Guaranty and Credit Application including reasonable attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this Guaranty.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The laws of the State of Tennessee shall be used and applied in determining the validity of this Agreement as well as rights and duties of those hereunder. The transmission of a signed copy of this document via facsimile or E-mail shall have the same force and effect as an original and shall be binding on the applicant and any Guarantor to the same extent as a document with an original signature.

FCRA NOTICE: THE UNDERSIGNED GUARANTORS HEREBY CONSENT TO WILLOCKS BROTHERS'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED GUARANTORS INDIVIDUALLY IN ORDER TO FURTHER EVALUATE THIS PERSONAL GUARANTY AND THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THE CREDIT APPLICATION AGREEMENT. THE UNDERSIGNED GUARANTORS HEREBY AUTHORIZE WILLOCKS BROTHERS TO UTILIZE A CONSUMER CREDIT REPORT ON THE GUARANTORS FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THE CREDIT APPLICATION AGREEMENT. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

ECOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date

PERMISSION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby consent(s) to Willocks using a consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit application(s). The undersigned authorizes Willocks to utilize a consumer credit report on the undersigned from time to time in connection with the extension of or continuation of the business credit represented by the credit applications(s).

Signature: _____ Date: _____ SS#: _____

Signature: _____ Date: _____ SS#: _____

Signature: _____ Date: _____ SS#: _____