



SOUTHERN REBAR & SUPPLIES, INC.

Return Completed Application:

4615 Coster Rd

Knoxville, TN 37912

[billing@southernrebar.com](mailto:billing@southernrebar.com)

CHECK APPROPRIATE:	___ Corporation FEIN#	___ LLC FEIN#	___ Partnership FEIN#	___ Individual FEIN#
Legal Business Name (Applicant)			Contractor License #	Net Worth of Business
DBA Name			Business Email	
Business Address			Date Company Started	Tax Exempt ID #
City	State	Zip Code	County	Business Phone
Business Address (if different than above)				Fax
City	State	Zip Code	County	Contact Person Name
Have you, or any other owners or your business ever filed for bankruptcy protection? ___ Yes ___ No If yes, when?			Contact Person Email	Contact Person Mobile
Bonding Company			Phone	Amount of Bond
<b>COMPLETE THIS SECTION IF CORPORATION, LLC OR PARTNERSHIP</b>				
Officers Name & Address	Title	Social Security #	Name of Spouse	Home Phone #
Type of Business	Date & State of Inception		Type of Ownership	
<b>COMPLETE THIS SECTION IF INDIVIDUAL</b>				
Name of Owner	Date of Birth	Social Security #	Previous Business or Employer, if less than 3 years	
Home Address		Years at Address	Home Phone #	Name of Spouse
Former Address		Type of Contractor		Mobile Phone #
<b>BANK REFERENCES</b>				
Name of Bank			Address	
Contact Person at Bank			Title of Officer	Acct # and Name (Attach Statement)
Other (Type / Account #)				
<b>TRADE REFERENCES</b>				
Name		Phone #	Fax #	Acct #
Name		Phone #	Fax #	Acct #
Date	Authorized Signature	Date	Authorized Signature/PartnerSignature/Spouse Signature	



**SOUTHERN REBAR & SUPPLIES, INC.**

**STANDARD TERMS AND CONDITIONS**

1. **Terms and Conditions.** These Standard Terms and Conditions, Applicant's Credit Application, and Southern Rebar & Supplies Inc.'s Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Applicant from Southern Rebar & Supplies Inc. and are incorporated herein by reference. This Agreement, and any other documents prepared by Southern Rebar & Supplies Inc. for Applicant in connection with Applicant's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Applicant, whether by purchase order or otherwise, are hereby objected to by Southern Rebar & Supplies Inc. and shall have no effect on, and not become part of this agreement.
2. **Limited Warranty and Liability Disclaimer.** To the extent warranty by the applicable manufacturer, Seller expressly warrants that all goods covered by this Agreement will conform to the specifications, drawings, samples or other description furnished or adopted by Buyer and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Buyer recognizes that Seller is no a manufacturer, and Seller hereby assigns, transfers and conveys to Buyer all applicable representations and warranties Seller has received from the manufacturer of products sold by Seller to Buyer, to the extent permitted under applicable law. Failure to give notice of defects to Seller shall not constitute a waiver of breach of warranty or of any other condition. Seller's liability hereunder arising from a breach of any such representations or warranties by the manufacturer shall be limited to repair, replacement, or reimbursement of the purchase price paid for the products sold. This warranty is exclusive and in lieu of any and all other warranties, whether written or oral, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
3. **Account Purchases.** Unless express and specific written directions are given to Southern Rebar & Supplies Inc. to the contrary, all employees, office or jobsite personnel, or apparent agents of the customer shall be authorized to make purchases on the account, and/or accept material deliveries.
4. **Payment.** Applicant shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on our invoices or other notices of terms, no payment due to Southern Rebar & Supplies Inc. shall be subject to any setoff, retention or claim, but shall be paid to Southern Rebar & Supplies Inc when due, regardless of any claim or dispute without regard to any agreement, Applicant may have with other parties. Applicant agrees to pay any and all costs and expense incurred by Southern Rebar & Supplies Inc. in collecting from Applicant any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Should Applicant fail to pay as agreed, show evidence of changed or unsound financial condition, or has overdue balances Southern Rebar & Supplies Inc. at any time suspend or decline pending shipments. Southern Rebar & Supplies Inc. reserves the right to apply service charges to past due balances up to the legal maximum.
5. **Buyer representations.** Applicant represents to Southern Rebar & Supplies Inc. that is solvent and that any financial information provided reflects the present financial condition of the Applicant. If Applicant is not a corporation or limited liability entity, Applicant acknowledges that Southern Rebar & Supplies Inc. is relying on the credit worthiness and financial ability of the owner(s) of Applicant. Each owner shall be joint and severally liable for all indebtedness of Applicant to Southern Rebar & Supplies Inc. under this agreement. Applicant warrants that all information supplied to Southern Rebar & Supplies Inc. is accurate and complete. Each representation and the information contained in the Credit Application is material and given to induce Southern Rebar & Supplies Inc. to provide credit. Applicant will notify Southern Rebar & Supplies Inc. by certified mail, within forty-eight (48) hours after any material change in the Applicant's financial or ownership status.
6. **Condition.** As a condition of the continued extension of credit by the seller, the Applicant agrees to provide seller with an updated Credit Application request and Applicant agrees at sellers request to provide updated financial information, or annual financial statement to the seller.
7. **Venue.** This agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Applicant agrees that any legal actions and proceedings brought for the breach or the enforcement of the Agreement will lie in the State and county designated by Southern Rebar & Supplies Inc. Applicant consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement of Southern Rebar & Supplies Inc to enter into this Agreement, Applicant waives the right to trial by jury in any proceeding arising out of or related to the Agreement.
8. **Authorization for Credit Review.** Applicant consents to Southern Rebar & Supplies Inc. and its affiliates' use of a non-business consumer credit report on the Applicant in order to further evaluate the credit worthiness of the Applicant in connection with the extension of business credit as contemplated hereby. Applicant authorizes Southern Rebar & Supplies Inc. to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Applicant hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq. The undersigned Applicant does hereby authorize their bank to release any information regarding account balances and credit history to Southern Rebar & Supplies Inc. Applicant also authorizes Southern Rebar & Supplies Inc. to obtain any credit information from any other information provider as needed.
9. **Liens.** Applicant agrees to timely provide in writing to Southern Rebar & Supplies Inc. information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
10. **Default.** If Applicant is in default under this Agreement or any of its contracts or obligations with Southern Rebar & Supplies Inc, Southern Rebar & Supplies Inc may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.
11. **Notice.** Any notice sent to Southern Rebar & Supplies Inc. shall be in writing and sent by Certified Mail, postage prepaid, to the Knoxville Southern Rebar & Supplies Inc. office.
12. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of the Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
13. **Offset and/or Setoff.** Southern Rebar & Supplies Inc. may exercise the right of set-off under this Agreement as to any sums owed by Applicant and/or its affiliates under any other contract or agreement with Southern Rebar & Supplies Inc. and/or its affiliates.
14. **Remedies Cumulative.** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
15. **Assignment.** Applicant shall not assign the Agreement or any interest herein without the prior written consent of Southern Rebar & Supplies Inc, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent. In the event Southern Rebar & Supplies Inc may owe credits, refunds or payments to the Applicant, Southern Rebar & Supplies Inc. at its discretion shall have the right to recoupment to those credits, refunds and/or payments.
16. **All taxes of any kind levied by any federal, state, municipal or other government authority, which tax Southern Rebar & Supplies Inc. is required to collect or pay with respect to the production, sale or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Southern Rebar & Supplies Inc. for any such payment made by Southern Rebar & Supplies Inc. Purchasers are responsible for providing legitimate applicable tax exemption, resale certificate or other formal documentation to declare tax exempt status. We are legally obligate to charge tax until proper tax exemption is on file.**

Initial \_\_\_\_\_