

AMERICAN PRINTING COMPANY, INC.

Credit Application/Suretyship Agreement

Trade Name: _____ Date: _____

Mailing Address: _____

Street Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Corporation: _____ Partnership: _____ Proprietorship: _____

Corporate Address: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Fax: _____

Estimate of Monthly High Credit Needed \$ _____ Type of Business _____

How long in business _____ Fed. ID No: _____ Resale/Tax Exempt No: _____

Are you located inside a city limit? Yes _____ No _____ If yes, name of city _____

Salesperson _____ CSR _____

Principal Owner(s) or Officer (s):

Name	Address	SS#	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bank References:

Name: _____ Address: _____

Bank Officer acquainted with Applicant: _____

Account #'s: _____ Telephone #: _____

Name: _____ Address: _____

Bank Officer acquainted with Applicant: _____

Account #'s: _____ Telephone #: _____

Trade References:

Firm	Location	Fax #	Telephone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I (We) make application for the extension of commercial credit and, in the event credit is hereafter extended by American Printing Company, Inc. (hereafter referred to as American), I (We) agree to the following terms and conditions:

1. Payment shall be made to American on or before thirty (30) days following the date of invoice. American may modify the terms of sale upon written notice to the undersigned.
2. A Finance Charge of 1.5% per month (Annual Percentage Rate of 18%) on any past due indebtedness will be paid to American.
3. In the event the applicant herein is an entity other than the undersigned officer, partner, or owner, in consideration of the extension of credit to the applicant, the undersigned representative, whether officer, partner, or owner, agree(s) that by the execution hereof on behalf of the applicant to be personally liable, jointly and severally with the applicant herein as surety. Without authority or notice to the undersigned surety, American may grant credit to the applicant from time to time, alter, compromise, accelerate, extend or change the time and manner of the payment of any indebtedness, increase or reduce rates of interest, or add or release other sureties or guarantors. This contract of suretyship shall be continuing and remain in full force and effect until the expiration of thirty (30) days after written notice of revocation is delivered to American. Such revocation shall have no effect on any indebtedness incurred prior to the expiration of said thirty (30) day period.
4. In the event that any indebtedness is owed to American at the time of execution of this application, by any applicant herein, in consideration of American's agreement to forbear upon the collection of the same and/or American's agreement to extend or extension of credit hereafter to any applicant herein, the applicant and undersigned representative (personally) agree to be responsible for and pay the same on the same terms and conditions as contained and outlined in this application.
5. Applicant and surety authorize American to investigate applicant and surety's credit status or to reinvestigate said status from time to time as American deems necessary, and upon such reinvestigation should American deem it necessary to limit or terminate the credit arrangement with the applicant, applicant will be notified in writing along with American's modified terms of sale, if any, and should the applicant at any time hereafter deviate from American's terms of sale or otherwise be in default of this agreement American shall have the option to limit or terminate the extension of further credit.
6. Applicant hereby authorizes American to deliver goods with or without signed delivery receipts.
7. AMERICAN MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. AMERICAN'S LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE GOODS FOUND BY AMERICAN TO BE DEFECTIVE OR NON-CONFORMING.
8. I (We) hereby waive all right of exemption under the constitution and laws of the State of Alabama, or any other State and agree to pay American a reasonable attorney's fee and all costs and other expenses incurred in collecting or compromising any present or future indebtedness of applicant and/or undersigned hereunder, or otherwise incurred in the enforcement of this agreement. APPLICANT AND SURETY SPECIFICALLY ACKNOWLEDGE AND AGREE THAT JURISDICTION AND VENUE FOR ANY ACTIONS BROUGHT BY EITHER PARTY SHALL BE IN JEFFERSON COUNTY, ALABAMA.
9. No purported modification or waiver of any of the provisions of this agreement shall be binding upon American unless the same is reduced to a writing signed by an authorized representative of American.

APPLICANT

By: _____
OFFICER, PARTNER, OWNER (TITLE)

By: _____
OFFICER, PARTNER, OWNER (TITLE)

SURETY

SURETY