



Please fax, email or mail to:

6701 90th Avenue North
Pinellas Park, FL 33782
Phone: 727-541-6632 Fax: 727-497-9935
Email: creditdepartment@a-msupply.com

NEW COD CUSTOMER AGREEMENT

Date of application: Sales Representative:

Legal Name of Business:

Address: Mailing Address City State Zip Code

Business Phone: Fax #:

Corporation Sole Prop Partnership Sales Tax Exempt? Yes No If yes, attach a signed copy of your exemption certificate.

APPLICANT INFORMATION:

Legal Name: First Name Middle Initial Last Name Job Title:

Social Security #: Phone #: Mobile #:

Home Address: City State Zip

BANKING INFORMATION:

Name of Bank: Checking Account #:

Name on Account:

TERMS AND CONDITIONS

Except as stated herein, all purchases must be paid for at the time of delivery. All special order materials must be paid for in full at the time the order is submitted, and such payment is non-refundable. All materials delivered must be examined and inspected by the Purchaser or his agent or representative (hereinafter, collectively, the "Purchaser") upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Notwithstanding the foregoing, if Purchaser cannot examine and inspect material upon receipt, any and all claims must be made within three (3) business days of delivery. Any claims made after the prescribed time period are waived. Purchaser agrees that its sole remedy for any claim arising out of the sale and/or use of materials purchased shall be the return of such materials for a refund of the price paid. Purchaser agrees that A&M Supply Corporation (hereinafter referred to as "the Company") shall not be liable for, and that no suit shall be brought against the Company for, or include a demand against the Company for, consequential or incidental damages. Purchaser agrees that the Company shall not be liable for any manufacturer's defect or shipping damage. Purchaser agrees to hold the Company harmless for any manufacturer's defect or shipping damage or any injury to any person or property due to said defects or damage.

The Company makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. All materials are sold "AS IS" and "WITH ALL FAULTS". Any contradictory statement made by an employee or agent of the Company shall have no effect or bearing, and the terms contained herein shall control. The risk of loss of any materials shall pass to the Purchaser as follows: If Purchaser takes possession of the materials at the Company's location, risk of loss passes at the time Purchaser takes possession; if the materials are delivered to Purchaser by common carrier, risk of loss passes at the time the materials are delivered to, or picked up by, the carrier; if the Company delivers the materials, risk of loss passes at the time the materials are delivered to Purchaser at its place of business or any other place designated by the Purchaser for delivery, regardless whether the Purchaser is present to receive the materials, or signs for the materials. In the event material is delivered to Purchaser and no one is present to accept delivery and pay for materials, Purchaser authorizes Company to leave materials and agrees to remit payment within 24 hours of delivery to Company. No further deliveries will be made until all previously delivered materials are paid in full. In the event Purchaser's check or other method of payment fails to clear Purchaser's bank, Purchaser agrees to replace said check or other method of payment with certified funds plus a \$50 handling charge with 24 hours of notification by the Company. No further purchases will be allowed until any and all dishonored items have been paid in full.

In the event the Purchaser is a corporation, partnership, or any other legal entity, the individuals whose signatures appear hereon agree to and do personally guarantee payment for any and all materials sold to the Purchaser. Purchaser and Guarantors agree that the proper jurisdiction and venue for any claims, disputes or controversies, including collection action (hereinafter, "Claims") shall be in FAIRFAX COUNTY, VIRGINIA, or, in the Company's discretion, in any location where the Company maintains a branch location from which the Purchaser purchased materials, any jurisdiction in which the Purchaser does business, or in which the Purchaser or Guarantors reside, or, any jurisdiction where the materials which are the subject of the claim or controversy were delivered or used. The Purchaser and Guarantors agree that the laws of Virginia shall govern the interpretation and enforcement of these terms. Purchaser and Guarantors shall pay interest at the rate of one and one half percent (1.5%) on the unpaid balance (18% per annum) on any amount thirty (30) days or more past due. Purchaser and Guarantors shall pay thirty three percent (33%) attorney's fees and/or outside collection agency fees on the balance of the account in the event that Purchaser's account or any matter related to the account is referred to an attorney and/or outside collection agency for the Company. In the event that the Purchaser incorporates, becomes a limited liability company or other legal entity, changes its name, merges with another entity, or otherwise changes the form of its business, these Terms and Conditions and the personal guaranty contained herein shall survive and be enforceable against the new entity and Guarantors. Purchaser and Guarantors acknowledge that it/he/she has read and agrees to all of the above Terms, that the person(s) signing these Terms is/are authorized to do so. If there is any discrepancy between these Terms and the terms of sale found on any other document, these Terms shall control. Given under my hand this day of , 20.

Signature Social Security Number Name (Print)



Subject: **Electronic Invoicing and Statements**

Dear Valued Customer:

A & M Supply Corporation plans to send all Invoices and Statements to your company electronically, either by email or facsimile, with your permission.

Please indicate your preference for method of delivery in the section below and email or fax to my attention. My email address is scott.conner@a-msupply.com. My fax number is (727) 497-9935. Please send all completed forms and credit applications containing original signatures to:

A & M Supply Corporation
6701 90th Avenue North
Pinellas Park, FL. 33782
Attn: Scott Conner

Thank you for choosing A & M Supply Corporation as your material supplier and we look forward to servicing your needs for many years to come.

Sincerely,

Scott Conner, CBA

Scott Conner, CBA
Corporate Credit Manager
(727) 541-6632 ext 3120
(727) 497-9935
scott.conner@a-msupply.com

Account # _____ Customer Name _____

Please send acknowledgements by email.

Purchasing Agent's email address _____



A & M Supply Corporation COD Agreement Additional Information

*Shipping Address, if different from Billing Address: _____
City _____ State _____ Zip Code _____

*If you have more than one (1) Ship To location, please attach a separate sheet, listing those you expect to purchase from A & M Supply Corporation.

Do you require Purchase Orders? Yes No
If Yes, Verbal Written Only

The following are authorized purchasers:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

Please attach a separate sheet if more than four (4) persons are authorized to purchase.

Please provide the following information for assessing sales tax, if you are not sales tax exempt:

- 1) State _____
- 2) County _____
- 3) City _____
- 4) Police or Special Taxing Authorities _____

If you are sales tax exempt, please include a hard copy of your sales tax exemption certificate. Failure to provide a hard copy will result in sales taxes being assessed in accordance with the laws of the State and local jurisdictions in which the material will be picked up or delivered.



Please Help Us Serve You Better

Please type or print neatly

Sales Representative Name:	
Customer Information	
Customer Name	
Customer Acct #	
Hours of Operation	
Receiving/Shipping Contact Name	
Receiving/Shipping Hours	
Receiving/Shipping E-mail	
Receiving/Shipping Phone #	

Special Instructions: (Use of A&M forklift, closed on Fridays, hand unload, may leave without signature, etc. Any special instructions /services we have committed to provide our customer which allows us to be a preferred supplier.)