



Flooring Cabinets Other

Company (Customer) Name Phone #
D/B/A: Fax #
Billing Address
City State County Zip
Shipping Address (If different)
City State County Zip

PRINCIPALS

Name Phone #
Title S.S. #
Home Address
City State Zip

COMPANY INFORMATION

Type of Business Date Business Started
Federal Tax ID # Sales Tax Exempt # DUNS #
Branch Locations
Subsidiary or division of Annual Sales
Proprietorship Partnership Corporation LLC
If Incorporated, List year and State of Incorporation
Individual Responsible for Issuing Purchase Orders
Accounts Payable Contact Person

TRADE REFERENCES

Supplier Phone #
City State Zip Fax #
Supplier Phone #
City State Zip Fax #
Supplier Phone #
City State Zip Fax #

BANK REFERENCES

Bank Name Branch
City State Zip
Officer's Name Phone # Fax #
Account #

The information contained herein is for the purpose of obtaining credit and is warranted to be true. I hereby authorize the firm to whom this application is being made to make whatever credit inquiries, and to obtain any consumer credit reports at any time it deems appropriate in connection with this application to determine or to update our credit and financial responsibility.

Signature Date
Title
(Owner, Partner, Officer, or Authorized Agent)

Please return this application, the executed Terms and Conditions, a copy of your most recent FINANCIAL STATEMENT and a copy of your SALES TAX EXEMPTION CERTIFICATE, if applicable, to: A & M Supply Corporation via fax at (727) 497-9935 or email at CreditDepartment@a-msupply.com and return the original to 6701 90th Avenue North, Pinellas Park, FL 33782 ATTN: CREDIT DEPARTMENT. Please call (727) 541-6632 should you have any questions.



CREDIT TERMS AND CONDITIONS OF SALE

1. The Company and Customer agree these Terms and Conditions of Sale ("Terms") shall control on all sales and associated transactions, as well any other matter or claim arising out of, related, or incidental thereto between Customer and A & M SUPPLY CORPORATION, A & M SUPPLY, ALLIED PLYWOOD, ALLIED KITCHENS AND CUSTOM CABINETS and HERITAGE HARDWOODS (or any other company owned or affiliated with A & M SUPPLY CORPORATION), hereinafter referred to as the "Company", including, but not limited to, all sales of materials involving direct shipments arranged by or through the Company. They form the entire agreement between the Company and Customer, such that they supersede all prior oral or written agreements or representations which are different from or in addition to these Terms, including, but not limited to, bids, estimates, or quotations issued by the Company, or any purchase order submitted by Customer, which shall not be binding on the Company unless otherwise agreed to in writing signed by a management representative of the Company. These Terms shall continue to be enforceable by the Company after the business relationship with Customer has been terminated.
2. All prices quoted are subject to change at the sole and absolute discretion of the Company based on market conditions. Company may implement, at its sole and absolute discretion, based upon market conditions, a delivery fee to all materials delivered by Company or shipped by a manufacturer or third-party to Customer.
3. All materials delivered must be examined and inspected by the Customer and/or its agent or representative immediately upon receipt and noting same on the delivery ticket or bill of lading. Any claim of shortage and/or damage products must be made at time of delivery on the delivery ticket or bill of lading. The Company shall not be liable for any claim of damaged or shorted products delivered by manufacturer or distributor, or by common carrier. Customer must file a claim for damaged or shorted materials delivered by the manufacturer or distributor or common carrier directly with the manufacturer or distributor or common carrier and the enforcement of said claims are the sole responsibility of the Customer against the applicable entity. Customer further agrees to hold the Company harmless for any manufacturer's or distributor's defects or shipping damage or any injury to any person or property due to said defects or damage by manufacturer, or distributor, or common carrier.
4. All orders of Customer placed for special order materials (i.e., those materials not kept in stock) are final. Once a special order is placed, Customer agrees to accept said materials and make payment in full upon invoicing by the Company. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS, unless as allowed and provided immediately below.
5. Returns of materials purchased by Customer shall be subject to the Company first agreeing to accept same in writing based upon Return Product Authorization Form signed by the Company and subject to the shipping instructions of the Company, acceptance of the returned materials at the Company's location, and then only after the Company has appropriately inspected the materials and determined, in its sole discretion, that the returned materials are in resaleable condition. All such returns shall be subject to a 15% restocking fee. Any returns received from Customer without a valid Return Product Authorization Form shall, at the Company's sole option, be (a) returned to the Customer at the Customer's sole expense, or (b) ten (10) days after written notice is issued by the Company to the Customer to retrieve said materials, be disposed of at Customer's expense. The Customer shall be responsible for all damages to returned materials resulting from improper packing or handling of the materials. All returned materials not customarily carried in the Company's warehouse location, or which had to be specially ordered for the Customer, if approved for return by the Company, shall also be subject to a final determination by the manufacturer or distributor from whom the Company obtained same, that it is willing to accept the returned products, in which case the Customer shall be responsible for and agrees to pay, in addition to the Company's re-stocking fee, all distributor/manufacturer re-stocking fees, shipping and associated charges incurred by the Company.
6. On all orders of materials, where the delivery date is delayed, Customer agrees to hold the Company harmless for any delay and agrees to make payment in full for the materials, upon receipt of an invoice from the Company for the materials.
7. Customer 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. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNATIVE, STATUTORY, LIQUIDATED OR INDIRECT DAMAGES. This waiver and limitation of liability shall apply regardless of the claim arising out of breach of contract, breach of warranty, tort, strict liability, or any other legal theory.
8. **The only warranty made by the Company is for title to the materials.** All other warranties are by the manufacturer or distributor from whom the materials were obtained by the Company, such that the Company makes **NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE**, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Any contradictory statement made by an employee of the Company shall have no effect or bearing, and the terms contained herein shall control.
9. Title for all goods and/or materials remains with the Company until paid for in full by the Customer. If Customer takes action under Title II of the United States Code, or any state insolvency law, Customer agrees to promptly return any materials not paid in full. Customer agrees to keep the materials fully insured until paid for in full. Customer hereby irrevocably appoints, makes, and constitutes the Company (and any of its designated agents) as Customer's true and lawful attorney-in-fact with power to sign Customer's name on any financing statement, continuation form, security agreement, notice or other similar instrument which in the Company's opinion must be executed and/or filed in order to perfect or continue perfection of the Company's title and/or security interest in the collateral. A copy of this Credit Application shall be sufficient as a financing statement.
10. All sales are deemed made FOB Company's shipping dock when picked up at, or delivered from, Company's premises. For any products picked up at, or shipped directly from, a manufacturer or third-party, such sales are deemed FOB third-party's shipping dock.
11. Unless otherwise specified on the Company's invoice, all invoices are to be paid NET thirty (30) days from date as specified in paragraph 10 above. All invoice amounts not timely paid shall be subject to an interest or financing charge on the unpaid balance at the rate of the greater of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, or that rate allowed by law in the jurisdiction where these Terms are sought to be enforced, from the FOB date. Company's preferred means of payment are: check, cash, wire transfers, checks by email (or fax) and credit/debit cards. Customers that choose to pay by credit/debit card for any purchase more than 30 days from FOB date, may be subject to, at the company's sole and absolute discretion, a convenience fee of up to 4% added to the credit/debit card amount for each such payment transaction. In the event any matter related to the account or this Agreement is referred to any outside collection agency or legal counsel, Customer shall pay a Thirty Three percent (33%) collection expense on all amounts collected by way of a collection agency, or if the Company engages an attorney to enforce or defend a claim under these Terms, Thirty Three percent (33%) of the amount collected or, if suit is filed, the greater of



Thirty Three percent (33%) of the amount collected or that amount awarded by the court on the balance of the account or any part thereof, or that sum awarded by the Court as reasonable attorney fees, or, if the Company is the prevailing party but damages are not awarded, the Company's reasonable attorneys associated with the legal proceedings. Customer agrees to pay the Company for all cost and expenses associated with the preparation, recording, serving and satisfying of any construction lien claim or payment bond claim, including, but not limited to attorney fees, recording fees and fees and expenses incurred in serving any documents required or allow for the perfecting of lien or bond claim.

12. Customer hereby stipulates and agrees to the waiver of any right or claim as to venue for any legal proceeding and stipulates that such venue shall be at the sole and absolute discretion of the Company, provided same shall be in a court of competent jurisdiction within the county where the Company maintains a branch location. Customer further stipulates and agrees to waive any right, under the laws of the state where a lawsuit is filed, or under the laws and Constitution of the United States, to contest personal jurisdiction and shall voluntarily submit itself to said selected jurisdiction. The laws of the State of Florida shall apply to any cause of action based upon, relating to, or arising out of this agreement or any event resulting from the Company's and Customer's business relationship without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. CUSTOMER HEREBY KNOWINGLY WAIVES ANY RIGHT AFFORDED UNDER ANY LAW, STATUTE, CODE OR CONSTITUTION OF ANY STATE OR THE UNITED STATES, TO TRIAL BY JURY, SUCH THAT, IN ANY LITIGATION INVOLVING THE COMPANY AND CUSTOMER, THE CLAIMS AND DEFENSES RAISED BY THE COMPANY AND CUSTOMER, AS BETWEEN THEM, AND ALL ISSUES OF FACT AND LAW BETWEEN THEM SHALL BE SOLELY DETERMINED BY THE TRIAL JUDGE, WITHOUT THE ADVICE OR INPUT OF A JURY.

13. In the event that the Customer 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 shall survive, and shall be enforceable against the new or surviving entity, and shall remain binding upon the heirs, estate representatives, successors, and assigns of any such entity.

14. In the event the Customer is a corporation, partnership, limited liability, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee the obligations and performance of the Terms of the Customer under this Agreement and shall be subject to the same.

15. The Company reserves the right to revise these Terms and Conditions periodically after Customer's submission of this Application. Any such revised Terms and Conditions can be found at the Company's website: <http://www.a-msupply.com>. Questions concerning our website should be sent to ecomm@a-msupply.com. Customer acknowledges that it is Customer's responsibility to review the current Terms and Conditions at the time of placing any order and that any order placed as of the then most current Terms and Conditions shall be subject to those current Terms and Conditions.

16. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid, illegal, or unenforceable provision.

Customer acknowledges that it has read and agrees to all of the above Terms, that the person(s) signing these Terms is authorized by the Customer to do so and that if there is any discrepancy between these Terms and the terms of sale found on any other document, these Terms shall control.

I/WE authorize THE COMPANY to make whatever credit inquiries it deems necessary in connection with this application at any time.

Signature _____ Date _____

Title _____

(Owner, Partner, Officer, or Authorized Agent)

Signature _____ Date _____

Title _____

(Owner, Partner, Officer, or Authorized Agent)



PERSONAL GUARANTY

To: A & M Supply Corporation

The undersigned request A & M Supply Corporation to extend commercial credit to or otherwise do business with: hereinafter(Legal Name of Business)called the “Applicant”, to induce A & M Supply Corporation to do so and in consideration thereof, each of us personally and unconditionally guarantees to A & M Supply Corporation the payment of all of the Applicant’s present and future obligations to A & M Supply Corporation Each of us personally unconditionally guarantees to A & M Supply Corporation to pay on demand all sums due or that become due to A & M Supply Corporation from the Applicant and all losses, costs, attorney’s fees and / or collection fees of 25% of the amount due and expenses which may be suffered by A & M Supply Corporation by reason of the Applicant’s default. If the attorney’s fees and /or collection fees exceed 25%, Applicant will pay such additional reasonable attorney’s fees and / or collection fees as may be incurred by A & M Supply Corporation A & M Supply Corporation may proceed to collect all sums that are or that become due A & M Supply Corporation, or any part thereof, from the undersigned or any of them without A & M Supply Corporation first exercising any of its rights against the Applicant or any collateral, the undersigned hereby waiving any right to require A & M Supply Corporation to pursue the Applicant or any collateral before enforcing the obligations of the undersigned or any of the hereunder. Disposable earnings of guarantor and/or purchaser in excess of \$500.00 per week may be garnished. If Applicant is not a corporation or limited liability company (LLC) at the time this guaranty is executed, but Applicant subsequently incorporates or forms a LLC, with or without the knowledge or consent of A & M Supply Corporation, the undersigned shall be jointly and severally liable to A & M Supply Corporation for any indebtedness incurred by or transferred to such corporation or LLC. No termination of this guaranty shall be effected by the death of any or all of us. This guaranty may not be terminated except by notice sent to A & M Supply Corporation by registered mail naming a termination date effective not less than thirty (30) days after receipt of such notice by A & M Supply Corporation No termination shall affect indebtedness and obligations arising from agreements or arrangements made prior to the effective termination date. Each of us waives notice of acceptance hereof and waives presentment, demand, notice of dishonor, protest, notice of protest and nonpayment as to any note or obligation signed, accepted, endorsed or assigned to A & M Supply Corporation by the Applicant, and all exemptions and any other demands and notices required by law. Guarantor(s) agrees that venue for any legal proceeding to collect on this account may be brought, at A & M Supply Corporation’s option, in the city/county where payment is due, or in Hillsborough County, Fl. This Guaranty is a joint and several obligation on the part of the undersigned and shall bind our respective heirs, administrator, personal representatives, successors and assigns and shall inure to A & M Supply Corporation’s successors and assigns, including, but not limited to any party to whom A & M Supply Corporation may assign any item or account. We hereby waive notice of any such assignment. All of A & M Supply Corporation’s rights are cumulative and not alternative.

WITNESS our hands and seals this ____ day of _____, 20 __, at _____
(Day) (Month) (County) (State)

**DO NOT USE TITLE OR AFFIX
CORPORATE SEAL CO-OWNERS OF
JOINTLY HELD ASSETS MUST SIGN**

(Guarantor’s Signature) - Personally

(Guarantor’s Signature) - Personally

(Guarantor’s Signature) - Personally

(Guarantor’s Signature) – Personally



Subject: **Electronic Invoicing and Statements**

Dear Valued Customer:

A & M Supply Corporation plans to send all Invoices and Statements to your company electronically, by email 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 _____

We do not need an invoice. We pay by delivery ticket.

Please send invoices and statements by email. Our email address is _____

Please send acknowledgments by email. Purchasing Agent's email address _____

We no longer send invoices or statements by fax.



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.)

