



475 North Williamson Boulevard
Daytona Beach, FL 32114
386-304-2200

Specialty Distribution Group LLC Credit Application

Instructions:

1. Complete all sections (missing information will delay processing)
2. Sign appropriate sections of this form
3. Provide financial statements

Date: _____

Credit Line Requested: _____

A. Applicant Information

Business Legal Name: _____ Date Established: _____
 DBA (if applicable): _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 County: _____ Phone: _____ Fax: _____
 Tax Exempt: Yes _____ No _____ If tax exempt, must provide copy of Tax Exempt Certificate for all Jurisdictions
 FED ED #: _____

B. Business Structure

Corporation _____ Partnership _____ Sole Proprietorship _____ Purchase Order Required: Yes _____ No _____
 If Incorporated: Date _____ State _____ Annual Sales: \$ _____
 If a Parent Company Exists: Branch: _____ Subsidiary _____ Number of Locations: _____
 Name of Parent Company: _____ Number of Employees: _____
 Address: _____

C. Owners / Officers

Email of primary contact: _____
 Name: _____ Title: _____ SSN# _____ Ph Number: _____
 Name: _____ Title: _____ SSN# _____ Ph Number: _____
 Name: _____ Title: _____ SSN# _____ Ph Number: _____

D. Bank Information

By signing this agreement, we authorize our bank to release information to this prospective supplier for the purpose of obtaining credit.

Bank Name: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Bank Contact: _____ Main Account #: _____
 Accounts: Checking _____ Savings _____ Term Loan _____

E. Financial Statements

ATTACH COPY OF THE COMPANY'S TWO MOST RECENT YEAR-END FINANCIAL STATEMENTS

F. Trade References

By signing this agreement, we authorize creditors to release information to this prospective supplier for the purpose of obtaining credit.

1) Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact: _____
 2) Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact: _____
 3) Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact: _____

G. Additional Information

Have any of the principals or business listed above filed for bankruptcy? Yes _____ No _____ If yes, when _____
 Have any of the principals or business had a judgment against them? Yes _____ No _____ If yes, when _____
 Who in your organization is responsible for purchasing goods? Name: _____ Number: _____
 Is your business a member of a buying group? If so, group name: _____
 AP Contact: Name: _____ Phone: _____
 Email: _____

For Specialty Distribution Group Use Only

Submitted By: _____ Customer Number: _____
 Phone #: _____ Sales Rep: _____
 Branch: _____ Account Type: _____

Terms and Conditions

All credit provided by Specialty Distribution Group, LLC and its affiliates, subsidiaries and divisions (collectively, "SDG") to the customer identified in Section A - Applicant Information above ("Customer") is subject to these terms and conditions (the "Credit Agreement").

1. Terms. Payment terms under this Credit Agreement are Net 30 days from date of invoice. Customer shall pay all charges on the agreed terms.

2. Late Payments. Customer is in material breach of this Credit Agreement if Customer does any of following: (I) fails to make payment when due, (II) becomes insolvent, (III) undergoes a change in ownership, (IV) files a voluntary bankruptcy proceeding or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within 75 days, (V) has a receiver appointed over all or any of its assets, or (VI) takes any other action that SDG determines in its sole discretion adversely impacts the conditions under which credit was extended. If Customer is in material breach of this Credit Agreement then the following occurs: (a) all amounts outstanding to SDG will become immediately due and payable, (b) SDG has the right to cancel any pending orders, and (c) Customer shall pay a finance charge on all amounts outstanding at a rate equal to the amount currently charged by SDG, not to exceed the lesser of 2% per month or the highest rate permitted by applicable law, all without prejudice to any other rights SDG may have. Bank fees will be charged on any returned checks. Customer will pay all costs of collection of any amounts due to SDG, including legal fees, court costs and other expenses incurred. In the event of breach, SDG may in its sole discretion apply any payments first to attorneys' fees, costs or expenses, then to any accrued and unpaid interest, and then to any remaining balance due and owing to SDG.

3. Collateral Security. As collateral security for payment of the purchase price of goods, Customer hereby grants to SDG a lien on and security interest in and to all of Customer's right, title and interest to the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted constitutes a purchase money security interest under the Uniform Commercial Code.

4. Governing Law and Litigation. The validity, construction and performance of this Credit Agreement and the performance of each order, invoice and contract to which this Credit Agreement applies shall be construed and interpreted in accordance with the laws of the State of Florida (applied without regard to conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts in Volusia County, Florida.

5. Indemnification. Customer shall indemnify, defend and hold SDG harmless from and against all claims, damages and expenses (including attorneys' fees) arising out of Customer's (a) breach, (b) possession, use, handling, storage, sale, processing or any disposition of the goods, and (c) errors, omissions, negligence or other wrongful conduct of Customer and/or its customers, users, agents or subcontractors. In any matter to which this paragraph applies, SDG shall have the right to select and retain counsel of its own choosing, at Customer's expense, and to participate in the defense.

6. Miscellaneous. Customer will pay all sales, use, excise and other taxes due with respect to its purchase of goods. Customer may not assign this Credit Agreement or any order, invoice or contract without SDG's written consent, and any purported assignment without such consent is null and void. This Credit Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties. If any term or condition of this Credit Agreement is unenforceable, the remaining terms and conditions shall remain in full force and effect. Customer represents and warrants now, and with each order, (I) that it has the required funds immediately available for full payment of the ordered goods and (II) that the person signing on behalf of Customer has the full power and authority to do so. This Credit Agreement is not a requirements contract, and nothing herein requires Customer to purchase from SDG, nor SDG to sell to Customer. All notices shall be delivered to the addresses provided by the respective parties on this Credit Agreement. Customer represents and warrants that it has had an opportunity to fully review the provisions of this Credit Agreement. Customer shall notify SDG of any changes in ownership or organizational structure of Customer and shall be in default under this Credit Agreement if Customer does not notify SDG of such change of ownership or organizational structure within thirty (30) days of such change. To the extent SDG and Customer currently have a written agreement as to the terms and conditions of sale, this Credit Agreement shall supersede and control to the extent the provisions of this Credit Agreement conflict with or were not included in such written agreement.

7. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL INFORMATION PROVIDED BY IT IN THIS CREDIT AGREEMENT IS OPEN TO INVESTIGATION BY SDG. CUSTOMER AUTHORIZES THE BANK, CREDIT AND TRADE REFERENCES IT HAS LISTED TO RELEASE INFORMATION TO SDG FOR THE PURPOSE OF CUSTOMER OBTAINING CREDIT.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

By: _____

By: _____

Title: _____

Title: _____

CONTINUING PERSONAL GUARANTY

In consideration for SDG to extend credit to Customer, and for other good and valuable consideration, the undersigned does hereby guarantee, absolutely and unconditionally, payment of all obligations of Customer to SDG, at maturity, of whatever nature, whether now existing or hereinafter incurred (the "Guaranty"). The undersigned understands that by signing this Credit Agreement it is providing 'written instruction' to SDG under the Fair Credit Reporting Act authorizing SDG to obtain information from its personal credit report or other information from Experian. The undersigned authorizes SDG to obtain such information solely for commercial lending purposes. The undersigned waives any right to require that SDG bring any action against Customer or any identified security before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period and this Guaranty shall remain in effect until all the terms, conditions and obligations of Customer regarding payment of outstanding balances have been fully satisfied. The undersigned agrees to pay all costs of collection and reasonable attorneys' fees incurred by SDG to enforce this Guaranty. This document contains the entire Guaranty and shall be construed and interpreted in accordance with the laws of the State of Florida (applied without regard to conflicts of law principles). The undersigned agrees to the non-exclusive jurisdiction of the State and Federal courts in Volusia County, Florida. Any change, modification or discharge in whole or in part to this Guaranty must be in writing and signed by an authorized officer of SDG and the undersigned to be valid.

Guarantor

Guarantor

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Home Address: _____

Home Address: _____
