

# W. A. Bragg & Company, Inc.

2513 Mike Padgett Hwy  
Augusta, GA 30906  
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1-800-338-1947

## INVITATION FOR ACCOUNT

1. NAME \_\_\_\_\_
2. BILLING ADDRESS \_\_\_\_\_
3. CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_
4. COUNTY \_\_\_\_\_ PHONE \_\_\_\_\_
5. PHYSICAL ADDRESS \_\_\_\_\_
6. CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_
7. COUNTY \_\_\_\_\_ PHONE \_\_\_\_\_
8. ACCOUNT REQUESTED: \_\_\_\_\_ OPEN CHARGE \_\_\_\_\_ CASH \_\_\_\_\_
9. TYPE OF BUSINESS \_\_\_\_\_ YEAR ESTABLISHED \_\_\_\_\_ # OF EMPLOYEES \_\_\_\_\_  
Check appropriate box: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Business building is: Owned \_\_\_\_\_ Leased \_\_\_\_\_  
Accounts Payable contact \_\_\_\_\_ Phone \_\_\_\_\_
10. OWNERS (If application is a sole proprietorship or partnership) OFFICERS (If a corporation)  

Name & Title	Soc. Sec#	Home address	Home phone #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
11. BANK OR SAVINGS AND LOAN ASSOCIATIONS  

Name	Branch address	Account #	Type of account
1. _____	_____	_____	_____
2. _____	_____	_____	_____
12. APPLICANTS PRINCIPAL SUPPLIERS ARE: (LIST AT LEAST THREE)  

Name	Address	Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
13. IS THIS A TAX-EXEMPT BUSINESS? \* \_\_\_\_\_ TAX ID NUMBER \_\_\_\_\_
14. IS A PURCHASE ORDER REQUIRED FOR THE RELEASE OF MERCHANDISE? \_\_\_\_\_
15. THIS ACCOUNT IS RESTRICTED TO THE FOLLOWING \_\_\_\_\_

**\*A copy of your tax exemption certificate is required. Please include with application.**

**\*\*A JOB ADDRESS is required on every invoice for all contractor/sub-contractor accounts.**

**\*\*\* A request for open account authorizes W. A. BRAGG & CO., INC. to verify any and all credit history of the applicant. INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT 11/2% MONTHLY**

The undersigned guarantees payment of all indebtedness incurred by the above applicant to W. A. BRAGG & CO., INC., whether now due or hereafter uncured. The undersigned also agrees to pay W.A. BRAGG & CO., INC. reasonable attorney's fees incurred in the collection of such indebtedness. I shall not be necessary for W.A. BRAGG & CO., INC., in order to enforce the obligations of the undersigned hereunder, to first institute suit or pursue or exhaust its remedies against the applicant. If more than one individual signs below, each shall be liable hereunder jointly and severally. This guaranty shall remain in full force and effect until release by W.A. BRAGG & CO., INC., in writing or until notice is received by the undersigned and shall apply only to indebtedness arising thereafter and shall not affect the guaranty of indebtedness then existing. Please note that a signature following by a corporate title is not valid and is therefore not acceptable.

DATED \_\_\_\_\_ GUARANTOR \_\_\_\_\_

DATED \_\_\_\_\_ GUARANTOR \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. All quotations and sales are F.O.B. point of shipment unless expressly stipulated in writing. The risk of loss or destruction of or damaged to the materials shall be on the Buyer from and after delivery of materials in made.
2. Quotations are good for 30 days form the date of quotation unless otherwise stated. Commodity Items quoted such as copper and pvc plastic are good for 7 days unless otherwise noted. Quotations do not guarantee the right of the buyer to credit charges privileges.
3. Acceptance of orders is expressly limited to the exact terms contained herein and is further subject to acceptance by W.A. BRAGG & CO., INC. WAB shall deem any attempt to alter or omit any of the terms herein a rejection and a counter offer.
4. Terms of sale are net 30 days F.O.B. point of shipment with the month ending on the last day of the month. Interest at 11/2% will be charged on all past due amounts. Interest fee may be charged without notice on any or all past due amounts. These are the existing terms unless otherwise arranged.
5. Shipment and delivery dates are estimated only and shall be subject to, and contingent upon strikes, labor difficulties, riot, fire, war, delay or defaults of common carriers, failure or curtailment in W.A. BRAGG & CO., INC., usual source of supply, government decrees or orders, or without limiting the foregoing, any other delays beyond WAB reasonable control, and WAB shall not be liable for any loss or damage arising thereof. Any delivery not in dispute shall be paid for regardless of other controversies related to other delivered or undelivered merchandise.
6. Orders received and accepted by W.A. BRAGG & CO., INC. are firm contracts and customer may cancel only will WAB written consent. A reasonable cancellation charge may be required.
7. Goods may be returned only when specifically authorized by W.A. BRAGG & CO., INC. All returns are subject to a 25% minimum restocking or handling charge, plus any further expense incurred in freight or manufacturer return charges.
8. Special orders are subject to up to a 50% deposit not refundable should purchaser cancel order. A restocking, re-handling or 25% minimum plus any further expenses incurred in freight or manufacturer return changes will be charged to any deposit rendered. Customer will be responsible for any changes above or beyond any deposit.
9. Goods delivered by Common Carrier title shall pass upon delivery to the Carrier and W.A. BRAGG & CO., INC. accepts no liability for breakage, damage, hidden or otherwise, delay or shortage after goods are delivered to the carrier. Pricing errors or incorrect shipments must be noted within 30 days of invoice. On goods delivered by WAB trucks, claims must be made to WAB within 24 hours following the delivery of goods. WAB will not be responsible for material shortage or damage claims for deliveries to unattended sites. Delivery fees maybe applied as being necessary by WAB.
10. Prices do not include sales tax. Taxes will be added, in all cases, unless an exemption certificate is on file with W.A. BRAGG & CO., INC. Buyer shall pay the amount of any applicable sales, use, compensation, intangibles, gross income or like tax, import duties, export duties and similar charge levied by any governmental authority in connection with this order, but not including taxes payable on seller's net income.
11. W. A. BRAGG & CO., INC., shall have the right in addition to all others it may possess, at any time for credit reasons or because of the Buyer's default of defaults, to withhold shipments, in whole or impart, and to recall goods in transit, retake same, and repossess all goods which may be stored with WAB for the buyer's Account, without the necessity of taking any other proceedings and the Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become the absolute property of W.A. BRAGG & CO., INC. provided that the Buyer is given full credit therefore.
12. All disputes under this agreement shall be settled in accordance with the laws of the State of Georgia.
13. WARRANTIES: All products, parts and materials are warranted only to the extent of the Warranty made by the manufacturer of such products, parts and materials. WAB shall not be liable for consequential or other damages, losses or expenses in connection with or by reason of defective materials or workmanship. WAB's obligation under the warranty is limited to the extent the products are warranted by the original manufacturer. Claims for warranty or defective items must be followed by all required necessary warranty related information. Failure to provide information will void WAB's responsibility to that warranty.
14. W.A. BRAGG & COMPANY INC.: MAKES NO WARRANTIES AS TO MERCHATABILITY OR AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.
15. CONTROLLING PROVISIONS: These terms and conditions shall supersede any provisions, terms and conditions contained on any order, or other writing the buyer may give or receive and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. WAB makes no representations or warranties concerning this order except such as are expressly contained herein and this order may not be changed or modified orally.
16. NON-WAIVER: Failure of W. A. BRAGG & CO., INC. to enforce any of these conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair. WAB's rights in case of any subsequent default of the buyer and such failure shall not constitute a waiver of other defaults of the Buyer.

### TERMS OF THE AGREEMENT

The undersigned application for credit by execution of this application warrants and represents that the statements of fact furnished herein are true and correct, and has and does hereby expressly agree that all purchases now made and which may hereafter be made from W.A. BRAGG & CO., INC. as seller, shall be upon the following terms and conditions:

1. Terms of sale are a printed on invoice.
2. Any invoice remaining unpaid after 30 days may place the account on COD terms and no new purchases will be added to the account until the past due balance is paid. INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT 11/2% MONTHLY.
3. We will not accept any material returned without a receipt. Material returned is subject to a restocking fee.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

PERSONAL GUARANTY FOR \_\_\_\_\_

Company Name