



**Credit Application and Agreement**

**A. Applicant**

Legal Business Name: \_\_\_\_\_

*(List all Trade Names, DBA's; Divisions or Subsidiaries)*

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Ship to Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Person to Contact About Account: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Accounts Payable email address: \_\_\_\_\_

Accounts Receivable email address: \_\_\_\_\_

**8. Business Information**

Federal Tax ID Number: *(If Applicable)* \_\_\_\_\_

**Sales Tax Exempt? If yes, you must include a copy of your sales tax exemption certificate.**

**We must have this certificate on me, or we will have to charge your account sales tax.**

**C. Banking Information**

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Officer Contact: \_\_\_\_\_ Acct. No. \_\_\_\_\_ Type of Acct: \_\_\_\_\_

*I hereby authorize the bank named above to release information requested for the purpose of obtaining and/or reviewing credit.*

**D. Trade References**

	Reference 1	Reference 2	Reference 3
Company Name			
Contact			
Phone			
Fax			
Email			

The proceeding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Southern Copper & Supply Co., Inc. to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the current relationship.

Credit Policy: Statements are rendered as of the 51st of the month. C.O.D. restrictions may be placed on any past account.

Credit Terms: {112% 10 Days, Net 30} All invoices are due in *thirty* (30) days. Discount offered is one half(½%) of one percent if the invoice is paid within ten days from the date of the invoice.

Venue: All amounts due for purchases from Southern Copper & Supply Co., Inc. are payable at P.O. Box 570, Pelham, Alabama 35124. It is further agreed that this agreement is entered into in the state of Alabama, and is governed by the laws of the state of Alabama.

Change of Ownership: I/We understand that we must notify Southern Copper & Supply Co., Inc., in writing, of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an *agency* and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

Applicant Signature attests financial responsibility, ability and willingness to pay in accordance with above terms:

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**Consent to Obtain Consumer Credit Report**

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorized the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

**Personal Guarantee**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Southern Copper & Supply Co., Inc. to \_\_\_\_\_ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to Southern Copper & Supply Co., Inc. the full and prompt payment by \_\_\_\_\_, of all obligations which Guarantor presently or hereafter may have to Southern Copper & Supply Co., Inc. and payment when due of all sums presently or hereafter owing by Guarantor to Southern Copper & Supply Co., Inc.. Guarantor agrees to indemnify Southern Copper & Supply Co., Inc. against any losses Southern Copper & Supply Co., Inc. may sustain and expenses Southern Copper & Supply Co., Inc. may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Southern Copper & Supply Co., Inc. written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorized the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

**Please email this application to: [info@southern-copper.com](mailto:info@southern-copper.com)**

*The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue NW, Washington, DC 20580.*