



990 Biscayne Drive, Concord, NC 28027 – 704-979-7120

## FireFold Account and Credit Application

Payment is due 30 days from billing date. All overdue balances shall accrue interest at a rate of 1.5 % per month until invoice is PIF.

A \$5.00 Processing Fee will be accessed to purchase orders less than \$100. Purchase orders required for all orders.

Please ensure that the following is completed in full. Incomplete applications will not be accepted. Please allow 5-7 business days for processing. Complete and fax back to: (704) 979-7150

YOUR SIGNATURE WILL AUTHORIZE ACCESS TO THE CREDIT FILE, AGREEMENT AND ACCEPTANCE OF OUR TERMS AND CONDITIONS LISTED ABOVE AS WELL AS DETAILED ON THE REVERSE SIDE OF THIS DOCUMENT, AND AUTHORIZE THE ABOVE-REFERENCED BANK TO RELEASE THE BANK ACCOUNT INFORMATION FOR THE ACCOUNT NUMBER(S) LISTED ABOVE TO FIREFOLD FOR CREDIT RATING PURPOSES ONLY. THIS IS REQUIRED FOR YOUR APPLICATION TO BE ACCEPTED BY FIREFOLD.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Personal Guaranty:** To induce FireFold to extend credit to the business entity named in this Credit Application, I hereby personally guarantee payment of all accounts extended to the named business entity on credit by FireFold. This guaranty shall be subject to the terms and conditions listed on the reverse side.

Signed: \_\_\_\_\_

Co-Signed: \_\_\_\_\_

**Company Name:**

**Address:**

**City:**

**State:**

**Zip Code:**

**URL:**

**Phone:**

**Company Type:**

**Fed EIN:**

**Reseller #:**

**DUNS #:**

**Year Established:**

**Line of Business:**

**Projected Annual Sales:**

**Credit Amount Request:**

**Authorized Purchaser:**

**Phone #:**

**Email:**

**Accounts Payable:**

**Phone #:**

**Email:**

**TRADE REFERENCE #1:**

**Address:**

**City:**

**State:**

**Zip Code:**

**Account #:**

**Contact:**

**Phone #:**

**Fax #:**

**Email:**

**TRADE REFERENCE #2:**

**Address:**

**City:**

**State:**

**Zip Code:**

**Account #:**

**Contact:**

**Phone #:**

**Fax #:**

**Email:**



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### TRADE REFERENCE #3:

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Account #:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### BANK REFERENCE:

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Account #:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

YOUR SIGNATURE WILL AUTHORIZE ACCESS TO THE CREDIT FILE, AGREEMENT AND ACCEPTANCE OF OUR TERMS AND CONDITIONS LISTED ABOVE AS WELL AS DETAILED ON THE REVERSE SIDE OF THIS DOCUMENT, AND AUTHORIZE THE ABOVE-REFERENCED BANK TO RELEASE THE BANK ACCOUNT INFORMATION FOR THE ACCOUNT NUMBER(S) LISTED ABOVE TO FIREFOLD FOR CREDIT RATING PURPOSES ONLY. THIS IS REQUIRED FOR YOUR APPLICATION TO BE ACCEPTED BY FIREFOLD.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Personal Guaranty:** To induce FireFold to extend credit to the business entity named in this Credit Application, I hereby personally guarantee payment of all accounts extended to the named business entity on credit by FireFold. This guaranty shall be subject to the terms and conditions listed on the reverse side.

Signed: \_\_\_\_\_

Co-Signed: \_\_\_\_\_

This Credit Agreement (“this Agreement”) is made this date by and between the listed business and/or individuals signing as debtors (“Debtor”), the undersigned guarantors of the debt (“Guarantor”) and FireFold (“Creditor”).

**Section 1. Grant of Credit.** After review of the Application for Credit, Creditor may, in Creditor’s sole discretion, extend Credit to Debtor under the following terms and conditions. Payment shall be due pursuant to the terms of this agreement and the invoice for any product delivered to Debtor by Creditor. All overdue balances shall accrue interest at a rate of 1.5% per month until paid. Debtor shall be liable for any attorney’s fees or collection charges incurred by Creditor in collecting this debt.

Creditor may choose to discontinue this grant of credit at any time in Creditor’s sole discretion. All other terms and conditions of the Credit shall be subject to the terms and conditions of the Invoice.

**Section 2. Covenants of Debtor.** The Debtor agrees and covenants as follows:

A. Payment of Principal and Interest. The Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Invoices, any prepayment and late charges provided in the Invoices, and all other sums secured by this Agreement.

B. Authority. Debtor has duly authorized the undersigned to enter into this Agreement with Creditor.

**Section 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by the Creditor from the Debtor under this Agreement shall be applied by the Creditor in the following order of priority: (i) interest payable on the Invoices in the manner provided therein; (ii) principal of the Invoices in the manner provided therein; and (iii) any other sums secured by this Agreement in such order as the Creditor, at the Creditor’s option, may determine.

**Section 4. Guaranty.** Guarantor does hereby unconditionally guarantee to Creditor, its successors and assigns, payment, on demand, in lawful money of the United States of America, of any and all indebtedness of Debtor to Creditor. Guarantor agrees that upon any default of Debtor in payment of Debtor’s indebtedness to Creditor or any part thereof, Guarantor will pay to Creditor, upon demand, the entire amount of the indebtedness of Debtor to the full extent of this Guaranty without any obligation on the part of Creditor to endeavor to collect such Indebtedness from or proceed against Debtor or any surety, endorser, or other guarantor, or to liquidate any collateral then held by Creditor securing payment of such indebtedness. Guarantor understands that Creditor would not have extended credit to Debtor without this Guaranty and has relied upon this Guaranty. This Guaranty shall take effect when signed by Creditor and Guarantor hereby waives any requirement of acceptance or reliance by Creditor.

**Section 5. Duration of Guaranty.** This Guaranty shall be an open and continuous one and shall continue in full force and effect until terminated by written notice of such termination delivered by Guarantor to Creditor personally or by certified mail or until payment in full of the Indebtedness.

**Section 6. Requirement of Writing.** Guarantor understands and agrees that this Guaranty cannot be waived, abandoned, terminated, released, or modified in any way by Creditor except in writing signed by an authorized agent of Creditor. Guarantor further understands and agrees that he cannot rely in any respect upon any oral statements or representations relating to this Guaranty and hereby warrants that he has not so relied.

**Section 7. Guarantor’s Direct Benefit.** Guarantor hereby represents and warrants that it is the Guarantor’s direct interest to assist the Debtor because of the undersigned’s interest(s) in and relationship(s) with the Debtor.

**Section 8. Miscellaneous Additional Terms.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement and the Invoices and other agreements executed contemporaneously hereto contain the entire understanding between and among the parties and supersede any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

GUARANTOR(S) HAS READ THIS GUARANTY AND UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UNTIL TERMINATED IN THE MANNER SET FORTH ABOVE. THE UNDERSIGNED GUARANTOR(S) ACKNOWLEDGES THAT THEY HAVE NOT RELIED ON ANY ORAL OR WRITEN REPRESENTATIONS BY CREDITOR IN ENTERING INTO THIS AGREEMENT OF GUARANTY AND THAT GUARANTOR(S) HAS FREELY, WITHOUT COERCION OR DURESS, ENTERED INTO THIS AGREEMENT.