



# SOUTHERN AUTO COLOR

## APPLICATION AND CONTRACT FOR CREDIT

Company Name	Years In Business	
Address	Years At Address	
City	State	Zip
Phone ( )	Fax ( )	Email
Accounts Payable Contact	Credit Limit Requested \$	

The following information must be provided. It will be held in strict confidence.

- Corporation  
  Check here if Incorporated in the past 12 months  
  Partnership  
  Individual

### OWNERSHIP

NAME OF OWNER	PHONE ( )		
HOME ADDRESS	CITY	STATE	ZIP
NAME OF OWNER	PHONE ( )		
HOME ADDRESS	CITY	STATE	ZIP

### BANK REFERENCE

BANK NAME	ACCT #	PHONE ( )	
ADDRESS	CITY	STATE	ZIP
BANK NAME	ACCT #	PHONE ( )	
ADDRESS	CITY	STATE	ZIP

### TRADE REFERENCE

COMPANY NAME	ACCT #	PHONE ( )	
ADDRESS	CITY	STATE	ZIP
COMPANY NAME	ACCT #	PHONE ( )	
ADDRESS	CITY	STATE	ZIP
COMPANY NAME	ACCT #	PHONE ( )	
ADDRESS	CITY	STATE	ZIP

### GENERAL INFORMATION

PURCHASE ORDERS REQUIRED	YES	NO	JOB NAME REQUIRED	YES	NO
STATE SALES TAX EXEMPTION NUMBER	STATE				
FEDERAL TAX I.D. NUMBER	EXEMPTION STATUS				
	YES	NO		YES	NO

2135 Hilton Drive \* Gainesville, GA 30501  
 770-531-1771 \* 770-531-0155 FAX

## TERMS AND CONDITIONS

Upon approval of this application by Southern Auto Color, the applicant agrees to the following terms and conditions:

1. Applicant agrees to a late charge (interest) of 1 ½% per month on past due amounts until collected.
2. Southern Auto Color may reduce or terminate the extension of credit to the business at any time without prior notice.
3. That orders may not be shipped should my account become delinquent and that the entire balance of my account will become due and payable immediately, should the terms set forth on each notice not be met.
4. Applicant agrees to pay all cost of collections incurred by Southern Auto Color, including reasonable attorney fees and expenses, should any default in Southern Auto Color, terms and conditions occur.
5. This application and all transactions shall be governed and interpreted under the laws and decisions of the State of Georgia.
6. Applicant agrees to pay a minimum service/handling charge of \$25.00 on any checks returned unpaid by applicant's bank to Southern Auto Color.
7. Purchaser further agrees to notify Southern Auto Color, in writing 5 (five) days of any change in ownership, address, telephone, authorized purchasing agent(s), banks, transfer of listed assets, shortages of product and billing errors.

## GUARANTY AGREEMENT

STATE OF GEORGIA  
COUNTY OF HALL

In consideration of and as an inducement to **LANIER AUTO PARTS WHSE., INC., D/B/A SOUTHERN AUTO COLOR a corporation** (Hereinafter referred to as Principal) to extend credit to \_\_\_\_\_

(Hereinafter referred to as Borrower), and in further consideration of the sum of ONE (\$1.00) DOLLAR to each of the undersigned paid by said Principal and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby promise and guarantee the unconditional payment and performance of all indebtedness, liabilities and obligations of every nature and kind arising out of extensions of credit by Principal to Borrower whether now owing or due, or which may hereafter from time to time be owing or due and whether such extensions of credit are heretofore or hereafter created or arising or evidenced and the undersigned does hereby waive demand, protest and notice of nonpayment of any and all of said indebtedness, liabilities and obligations.

Authority and consent is hereby given and said Principal from time to time and without notice to the undersigned, to give and make such extensions, renewals, indulgences, settlements and compromises as it may deem proper with respect to any of the indebtedness, liabilities, and obligations covered by the guaranty.

It is understood that this is a continuing, absolute and unconditional guaranty, and the undersigned does hereby expressly waive notice of acceptance of this guaranty and of all default by said Borrower its successors and assigns and of nonpayment and of non-fulfillment of any and all of said indebtedness, liabilities, and obligations and does further agree to hold said Principal harmless and to indemnify and Principal against any loss or default arising out of the above referred to extensions of credit.

**IN WITNESS WHEREOF**, the undersigned has set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

GUARANTOR:

\_\_\_\_\_, Individually

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_, Unofficial Witness

**APPLICATION MUST BE SIGNED TO OPEN ACCOUNT**

Clear Form



STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES AND USE TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER  
EFFECTIVE JULY 1, 2000

To: \_\_\_\_\_ (SUPPLIER) \_\_\_\_\_ (DATE)

(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- 4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

(PURCHASER'S FIRM NAME)

(CERTIFICATE OF REGISTRATION NO.)

(ADDRESS)

By \_\_\_\_\_ Title \_\_\_\_\_  
(SIGNATURE) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.