

GEORGIA UNDERGROUND SUPERSTORE

Terms and Conditions, Credit Application Form

Please call us at 800-245-8339 if you have any questions.



Locations

Forest Park, GA 30297: 404-675-7999

Addison, TX 75001: 469-248-1164

Prague, OK 74864: 405-349-6767

Houston, TX 77049: 832-713-6585

800-245-8339 | georgiaunderground.net

**Over or
Under,
We've Got
You Covered**

GEORGIA UNDERGROUND SUPERSTORE

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Sales Terms & Conditions

Georgia Underground & Supply, Inc

Terms inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- **PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- **PURCHASE ORDERS:** Purchase Orders are accepted from established Credit Accounts, and from Municipalities.
- **PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. Interest of 1.5% per month on invoices 30 days past due will be charged on all Past Due Accounts. Where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. GUS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. To establish a Credit Account, please fill out and submit both pages of our Credit Application to our accounting department **FAX: 404.675.7998**.
- **CREDIT CARDS:** We accept Visa, MasterCard, Discover and American Express. Credit cards will not be accepted on closeout items sold at or below our cost.
- **QUOTATIONS:** All quotes are valid for 7 days from date of quotation unless otherwise stated. We reserve the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, or Banking Fees.
- **INTERNATIONAL ORDERS:** We will gladly accept any order outside of the U.S.A and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your order, and we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- **TAXES:** Taxes are additional. We collect taxes on orders from customers in states Georgia Underground is registered in. If you are tax exempt from these states please submit a tax exempt certificate to Georgia Underground to ensure your account is set-up as Tax Exempt. All applicable taxes will be charged for points of delivery. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties. It is further understood that Customer bares the ultimate responsibility in making sure their tax obligations are paid in states Georgia Underground is not registered in.
- **SHIPPING: All orders are subject to Freight Charges.** All orders are FOB Shipping Point except as agreed in writing. We do our best to get you the best Freight Rate available and ship from the closest location to the customer. Freight charges will be prepaid and added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Any time you need to know the freight charge for any order, please email us at shipping@georgiaunderground.com.
- **SHIPPING CLAIMS:** Claims for short shipment or damaged goods must be noted on the carrier's delivery receipt. **Do Not Throw Out The Shipping Carton** – inspector must see the carton. Claims for inaccurate order filing or concealed damage must be made in writing within 10 days of material receipt. The customer is responsible for inspection of received goods on the **date of delivery**.
- **SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancelable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- **RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (**RMA Number**) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 25% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Items returned to manufacturer will be credited to the customers account after Georgia Underground receives credit from that manufacturer less any applicable handling and restocking charges. **Important – Items shipped to Georgia Underground without an RMA number will not be considered for credit.**
- **MANUFACTURERS WARRANTY:** Georgia Underground commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Please understand that Georgia Underground does not make determinations on warranty issues and that the decisions are based upon the manufacturers warranty policies.
- **DISCLAIMER OF WARRANTIES:** Any warranties on the product sold are those made by the manufacturer. Georgia Underground disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Georgia Underground does not assume nor authorize any other to assume for it any liability in connection with the sale of any products. Purchaser shall not be entitled to recover from Georgia Underground any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Sales: _____

Date Received: _____



Please complete application in its entirety. Applications will Not be processed without all required signatures.

BUSINESS INFORMATION

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Phone #: _____ Fax #: _____

Cell Phone #: _____ Website: _____

Type of Business: ☐ Sole Prop ☐ C-Corp ☐ S-Corp ☐ Individual / LLC ☐ Partnership

Nature of Business: _____ Date Est: _____ (MM/DD/YYYY)

Is this business a subsidiary/affiliate of any other entity? ☐ Yes ☐ No

If Yes, identify the entity(ies): _____

Federal ID: _____ DUNS#: _____ Credit Limit Requested: _____

Tax Exempt? ☐ Yes ☐ No If Yes, Please Attach Tax Certificate(s)

Officers (Name/Title/Email): _____

Officers (Name/Title/Email): _____

Accts Payable Contact Name: _____ AP Phone/Extension: _____

AP Email: _____ Would you like to receive invoices by email? ☐ Yes ☐ No

BANK REFERENCE Name: _____ Branch: _____

Address: _____

Contact Name: _____ Phone #: _____

Account #: _____

CREDIT REFERENCES: (No Credit Cards/Secured Loans/Insurance/Personal References)

Co Name: _____ **Account #:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax(required):** _____ **Email(required):** _____

Co Name: _____ **Account #:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax(required):** _____ **Email(required):** _____

Co Name: _____ **Account #:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax(required):** _____ **Email(required):** _____

Co Name: _____ **Account #:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax(required):** _____ **Email(required):** _____

For Office Use Only Credit Amount: _____ Approved By: _____ Date: _____

AGREEMENT FOR LINE OF TRADE CREDIT and STATEMENT OF FINANCIAL RESPONSIBILITY

The above information is for the purpose of obtaining credit and is warranted to be true. We hereby authorize Georgia Underground & Supply, Inc. to investigate the references listed pertaining to my/our credit and financial responsibility and that of any of the principals.

The undersigned promises prompt payment (by thirty (30) days after invoice date) of all indebtedness incurred by Customer to Georgia Underground & Supply, Inc, whether now due or hereafter incurred. All payments on Customer's account will be made in Georgia at the office of Georgia Underground & Supply, Inc. Written or verbal permission must be obtained before material can be returned for credit. All Return Material Authorizations (RMAs) are subject to a 25% restocking fee as well as reconditioning and handling fees.

Georgia Underground & Supply, Inc reserves the right to charge interest at the rate of 1.5 percent per month on the unpaid balance of any and all invoices not paid by thirty (30) days after the invoice date until such invoice(s) are paid. Each payment received by Georgia Underground & Supply, Inc from Customer or for the benefit of Customer shall be credited first to pay all interest charges owed by Customer, with the balance credited to the principal amount of the Customer's account. Georgia Underground & Supply, Inc may terminate this Agreement or restrict or withhold deliveries without notice.

In the event that Customer defaults, Georgia Underground & Supply, Inc shall have the right to accelerate the entire amount due and owing and proceed with all rights against Customer including, without limitation, those rights accorded Georgia Underground & Supply, Inc. If Georgia Underground & Supply, Inc proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Georgia Underground's costs of collection including FIFTEEN PERCENT (15%) of the unpaid principal as attorney's fees. The parties agree and acknowledge that this contract originated in Georgia and that venue for any suit shall be vested in Clayton County, Georgia. This Agreement shall be binding upon the successors and assigns of (Debtor) ("Debtor") and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

Signature: _____ **Date:** _____

Print Name: _____

Title: _____ **Company Name:** _____

Witness Signature: _____ **Date:** _____

Witness Printed Name: _____ **Title:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

PERSONAL GUARANTY

The undersigned (collectively referred to as "Guarantor") hereby guarantee(s) the prompt payment when due of all indebtedness incurred by Customer to Georgia Underground & Supply, Inc, whether now due or hereafter incurred. If more than one party executes this Guaranty, each party shall be liable hereunder jointly and severally.

It shall not be necessary for Georgia Underground & Supply, Inc, in order to enforce the obligations of the Guarantor, to first pursue or exhaust its remedies against Customer. Guarantor also agrees to pay to Georgia Underground & Supply, Inc, reasonable attorney's fees incurred in the collection of such indebtedness which shall be 15% of the then outstanding balance. This Guaranty is a continuing one and shall not be affected or impaired by reason of the happening of any other event including the failure, refusal or inability of Georgia Underground to pursue customer for the obligations guaranteed hereunder for any reason. This Guaranty shall remain in full force and affect until released by Georgia Underground & Supply, Inc in writing or until written notice is received by Georgia Underground & Supply, Inc, from Guarantor, although such notice from Guarantor shall apply only to indebtedness arising thereafter and shall not affect the guarantee of indebtedness then existing. The parties agree and acknowledge that this contract originated in Georgia and that venue for any suit shall be vested in Clayton County, Georgia.

Signature: _____ **Social Security #:** _____ **Date:** _____

Print Name: _____

Home Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Witness Signature: _____ **Date:** _____

Witness Printed Name: _____ **Title:** _____

Home Address: _____ **City:** _____ **State:** _____ **Zip:** _____