



Robert & Sons Aluminum, Inc.

13 McBRIDE STREET • NEWNAN, GEORGIA 30263

(770) 252-2323 • (800) 206-8836 • FAX 800-378-8075 • EMAIL wanda@rsaluminum.com

The following is submitted as a basis for establishing an open account with Robert & Sons Aluminum, Inc. We hereby authorize any of the references given herein to release information regarding our credit history to Robert & Sons Aluminum, Inc.

Customer Name _____ Years in Business _____

Street Address _____

City _____ State _____ Zip Code _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ / _____ Accounts Payable Contact _____
Area Code

Accounts Payable Email: _____

Type of Organization: Corporation _____ Partnership _____ Proprietorship _____

Names of Officers, Partners or Principals _____ Title _____ Residence Address _____

Purchases Exempt from Sales Tax: Yes No (If Yes, please complete sales tax exemption card and return with this application.)

BANK REFERENCE

Principal Commercial Bank _____ Fax: _____

Address _____
Street _____ City _____ State _____ Zip _____

Telephone Number _____ / _____ Account Number _____
Area Code

Name of Bank Officer to Contact _____

In consideration of any extension of credit granted to us by Robert & Sons Aluminum, Inc., we hereby agree to execute and be bound by the following terms and conditions:

1. To pay for all materials and services supplied to us within 30 days of their invoice date.
2. To pay interest on any balance unpaid after 30 days at the rate of 1.5% per month on the unpaid principal balance.
3. In the event it becomes necessary to place our account with an agency or attorney for collection, we agree to pay all costs of collection including court costs and reasonable attorney's fees.

_____ By: _____
Date _____ Officer's Signature _____ Title _____

TRADE REFERENCES (from whom purchases have been made on open account during the past year)

1. _____ FAX NUMBER _____

Address _____
Street _____ City _____ State _____ Zip _____

Telephone Number _____ / _____ Person to Contact _____
Area Code

2. _____ FAX NUMBER _____

Address _____
Street _____ City _____ State _____ Zip _____

Telephone Number _____ / _____ Person to Contact _____
Area Code

3. _____ FAX NUMBER _____

Address _____
Street _____ City _____ State _____ Zip _____

Telephone Number _____ / _____ Person to Contact _____
Area Code

CREDIT INQUIRY AUTHORIZATION

I am in the process of obtaining credit or increasing my current credit limit with Robert and Sons Aluminum, Inc. Please accept this as my authorization to provide RSA with the information needed to approve my request. If you have any questions or require any additional information please call me at the number below.

Signed,

Title

Company

Date

Phone

GUARANTY AGREEMENT

This Guaranty made as of the _____ day of _____, 20____, by _____ (hereinafter, whether one or more, referred to as "Guarantor") to and for the benefit of Robert & Sons Aluminum, Inc., a Georgia Corporation, (hereinafter referred to R.S.A.)

WITNESSETH:

WHEREAS, _____ (HEREINAFTER REFERRED TO AS "Customer") has applied to R.S.A. for credit in the purchase of various goods and/or services;

WHEREAS, to induce R.S.A. to extend such credit, the Guarantor has agreed with R.S.A. to guarantee the payment of any debts which might be incurred by the Customer to R.S.A. that are now due or to be due in the future, and to further guarantee the performance by the Customer of all of the covenants on the Customers part to be performed and observed pursuant to the credit extended to the Customer by R.S.A.

NOW, THEREFORE, in consideration of premises and of the sum of ONE DOLLAR (\$1.00) paid by R.S.A. to the Guarantor at or before the delivery of this Guaranty, the receipt of which is hereby acknowledged, the Guarantor:

1. Unconditionally and absolutely guarantees the due and punctual payment of any sums of money due which may become due on account of the extension of credit to the Customer, together with any interest which may accrue thereon at the rate of 1.5% per month and the due and punctual performance and observance by the Customer of all the other terms, covenants and conditions of the credit, whether according to the present terms thereof or pursuant to any extension of time or to any changes in the terms, covenants thereof, now or at any time hereafter made or granted;
2. Waives diligence, extension of time of payment, nonpayment at maturity and indulgences and notices of every kind, and consents to any and all forbearances and extensions of time payment and to any and all changes and terms, covenants and conditions of the credit, it being the intention hereof that the Guarantor shall remain liable as principle until the full amount of any credit extended to the Customer by R.S.A., together with any interest and any other sums which may become due thereon shall have been fully paid and all the terms, covenants and conditions of the extension of credit shall have been fully performed and observed by the customer, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor;
3. Agrees that payment for all charges by Customer shall be due within 30 days of their invoice date and all charges not so paid bear interest at the rate of 1.5% per month on the unpaid principal balance.
4. Agrees that he shall have no right of subrogation whatsoever with respect to the aforesaid indebtedness or to any monies due and unpaid thereon or any collateral securing the same, unless and until R.S.A., or any assignee of R.S.A. shall have received in full of all sums at any time due from the Customer;
5. Agrees that Guaranty may be enforced by R.S.A. without first resorting to or exhausting any other remedy, security or collateral;
6. Agrees that in the event of any action or suit shall be brought to enforce this agreement or to collect sums due under this account, the venue of said suit action may, at the option of R.S.A. be laid in Atlanta, Georgia and the right to object to venue in Atlanta, Georgia is hereby waived;
7. Agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, the Guarantor will reimburse R.S.A. for all expenses incurred, including reasonable attorney's fees;
8. Agrees that the Guarantor's obligation to make payment in accordance with the terms of this agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of the customer or its estate in bankruptcy resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision of any court;
9. Agrees that if the Guaranty is executed by more than one Guarantor, all obligations of the parties hereto shall be joint and several;
10. Agrees that in this Guaranty, unless the context requires otherwise, words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter;
11. Agrees that this Guaranty shall insure to the benefit of and may be enforced by R.S.A. and any subsequent assignee or holder of the debt secured hereby and shall be binding upon and enforceable against the Guarantor, his heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, The Guarantor has executed this instrument as of the day and year first above written.

WITNESS:

GUARANTOR:

