



**Challenger Industries, Inc.  
Credit Policy**

Challenger Industries, Inc.'s ("Challenger") standard payment terms are payment in advance unless trade credit is established. Customers who wish to establish trade credit with Challenger must submit a completed Challenger Credit Application ("Application"). All of the information on the Application and personal guarantee from an officer or principal of the company must be completed and is required in order for the Application to be processed. Under certain circumstances, Challenger may also request a copy of the Customer's financial statement. Challenger reserves the right to decline credit to any Customer in its sole discretion.

If Challenger approves a Customer's Application for open credit, our standard terms are **Net 30 Days**. **No credit** will be extended on past due accounts until the account is current.

Extending credit to Customers is an expensive process; therefore Challenger must receive payments in a timely fashion. At Challenger's sole discretion, credit lines can be revoked *without notice* and/or the account be placed on Cash Before Deliver (CBD) *without notice* for failure to comply with Challenger's sales terms.

Orders placed which exceed a Customer's credit limit will be held and Challenger will contact the customer for additional information and/or the status of payment on the account. A Customer may also be asked to pay an amount in advance to keep the account within the credit limit. On large or custom projects, Challenger reserves the right to request information from the Customer regarding the project in order to protect our lien rights which would enable us to extend credit above the Customer's established credit limit. All orders for custom product or product that is not part of Challengers established product portfolio will require deposit equal to a minimum of 50% of the total value of the order.

For Customers electing to pay their account with a credit card, the following policy will apply to those purchases. If the customer wished to charge its purchase to an accepted credit card, it must be submitted at the time the purchase order is placed. The card will be processed prior to shipment of the order

All orders placed with Challenger Industries, Inc. are subject to approval by the Credit Department. If goods are in stock at the time the order is placed, shipment will be made within 48 hours after credit approval. Challenger will not begin working on an order until payment is received or credit is approved by the Credit Department.

Challenger may be required to collect state and/or in some cases, county and city taxes. Challenger will collect such taxes until the Customer provides a Valid Tax Exemption Certificate and a Tax Exemption Number.

Thank you for your business and support. All of us at Challenger Industries, Inc. strive to offer our customers the finest quality products and customer service in the industry.

**ACKNOWLEDGEMENT**

On behalf of \_\_\_\_\_, I agree and accept the above terms.

My signature below indicates that I have both read the Challenger Credit Policy and Credit Application (attached hereto) and agree to abide by the terms and conditions contained in the Credit Policy and Credit Application.

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

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

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

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



205 Boring Drive • Dalton, Georgia 30721  
 PHONE 800.334.8873 • [info@challengerind.com](mailto:info@challengerind.com)  
[www.challengerind.com](http://www.challengerind.com)

### APPLICATION FOR CREDIT AND PURCHASE AGREEMENT

Please fill out, print, and email back SIGNED when completed

APPLICANT ENTITY LEGAL NAME: WEBSITE:		PHONE:	DATE AMOUNT CREDIT LINE DESIRED
PRIMARY CONTACT PERSON / BUYER:		ALT PH:	\$
		FAX:	
BILLING ADDRESS: CITY / COUNTRY / ZIP:		PRIMARY PRODUCT/SERVICE	DUNS NUMBER:
		E-MAIL:	
PRIMARY SHIPPING STREET ADDRESS: CITY / COUNTRY / ZIP:		ENTITY FORM: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation / LLC	
F.E.I.N. OR SOCIAL SECURITY #:	YEAR INCORP. OR ESTAB:	OWNERSHIP <input type="checkbox"/> Publicly Held <input type="checkbox"/> Privately Held (if checked, provide officer/owner below)	
KEY OFFICER / OWNER : NAME: STREET ADDRESS: CITY / COUNTRY / ZIP:	TITLE: SOC.SEC.#: E-MAIL:	NAME AND ADDRESS OF PARENT COMPANY(IF ANY) NAME: STREET ADDRESS: CITY / STATE / ZIP:	
BANK NAME:	PRIMARY BANK ACCT. NO:	RELATIONSHIP TO PARENT (IF ANY): <input type="checkbox"/> Subsidiary Entity <input type="checkbox"/> Division / Branch (Not a legally separate entity)	
BANK PHONE:	CONTACT OFFICER NAME:	BANK STREET ADDRESS: CITY / STATE / ZIP:	
BANK FAX:			

CREDIT REFERENCES	VENDOR NAME/CONTACT PERSON (PLEASE LIST ONLY MAJOR CREDIT SUPPLIERS)	CONTACT NUMBERS PHONE & FAX + EMAIL	ADDRESS
	NAME:	PHONE :	STREET:
	CONTACT:	FAX:	CITY / COUNTRY / ZIP:
		EMAIL:	
NAME:	PHONE :	STREET:	
CONTACT:	FAX:	CITY / COUNTRY / ZIP:	
	EMAIL:		
NAME:	PHONE :	STREET:	
CONTACT:	FAX:	CITY / COUNTRY / ZIP:	
	EMAIL:		

Name Of Authorized Applicant Representative

My signature attests financial responsibility and willingness to pay invoices in accordance with the terms of sale. I/we agree to pay a finance/interest charge at a rate of 1.5% monthly (18% per annum) on all balances remaining past due date of invoice. It is agreed that: the undersigned is an authorized agent of the applicant and is duly empowered to enter into and make binding agreements on behalf of this company. All payments are to be made expressly to Challenger Industries, Inc., (furthermore referred to as Seller) in full upon date reflected on all invoices.

I/we authorize Seller and/or Creditor to make whatever credit inquiries it deems necessary in connection with this credit application. I/we authorize and instruct any person, trade reference, bank, and consumer reporting agency to complete and furnish to Seller any information that it may have or obtain in response to such credit inquiries. Authorization is granted to use photo copies or fax copies of my signature for the right to obtain information regarding any of the aforementioned items.

If applicant is a corporation, or if applicant later incorporates, I/we agree to furnish an up-to-date financial statement.

In the event that it becomes necessary for the seller to file a lien, suit, or engage the services of a collection agency or attorney to effect collection, I/we agree to bear all such expenses incurred including, but not limited to, attorney fees, court costs, and interests, and the parties stipulates and agree that the Whitfield County for the State of Georgia shall be the proper venue for such suit, and that all issues will be decided in accordance with Georgia State law.

I hereby certify that the statements made to Challenger Industries, Inc., a Georgia company, in this application for open account credit are true and complete.

Applicant Signature

Title Date

Purchase Orders:  Yes  No



**LETTER OF GUARANTY**

**RE: Guaranty for:** \_\_\_\_\_  
(Name of Company)

To induce Challenger Industries, Inc. ("Challenger") to extend credit to \_\_\_\_\_  
(the "Company") with its principal place of business located at \_\_\_\_\_  
and in consideration of thereof, the undersigned \_\_\_\_\_ ("Gaurantor"), and individual  
resident of the State of \_\_\_\_\_, hereby guarantees the payment when due of any and all indebtedness which may at any  
time and from time to time be owing to Challenger by the Company.

The undersigned Guarantor hereby agrees to waive the notice of acceptance hereof, notice of presentment, demand, non-payment,  
default, dishonor and protect, and consents and waives notice of any modification, amendment or extension of the Credit Agreement  
hereby guaranteed.

This Guaranty shall continue in full force and effect until such time as you shall receive from the undersigned written notice of  
revocation by registered or certified mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as to any  
transaction or commitment previously undertaken by Challenger.

In the event of default of the Company to make payment on any claims of Challenger,

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

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

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

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

Witness: \_\_\_\_\_

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

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

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