

LAWTON BROS., INC. PO BOX 547635 ORLANDO FL 32854-7635 (407)291-2501 (800)432-0813 FAX (407)290-0471	APPLICATION FOR CREDIT NEW ACCOUNT INFORMATION FORM
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ADDRESS INFORMATION	PHONE :
COMPANY NAME :	FAX :
BILLING ADDRESS :	E-MAIL :

STREET	CITY	STATE	ZIP
DELIVERY ADDRESS : (REQUIRED)	STREET	CITY	STATE ZIP

CONTACT NAMES	PHONE	FAX	PAGER	E-MAIL
ACCOUNTING				
PURCHASING				
PRIMARY				

PURCHASE ORDER REQ'D? YES NO TAX EXEMPT? YES NO **IF YES, PLEASE ATTACH TAX EXEMPT CERTIFICATE.**

SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION: FED I.D. _____

DUNS # _____ CHARTER # (STATE I.D.) _____ DATE ESTABLISHED: _____

PRINCIPALLY ENGAGED IN WHAT TYPE OF BUSINESS : _____

NAME AND ADDRESS OF PARENT CORPORATION : _____

INDIVIDUAL AND/OR PARTNERS OR CORPORATE OFFICERS

NAME	CURRENT ADDRESS	SOC. SEC. NO.	DRIVERS LIC.	TELEPHONE

BANK	NAME	ADDRESS – CITY – ST	TYPE OF ACCOUNT	NUMBER

TRADE REFERENCES (INCLUDING CURRENT JANITORIAL SUPPLIER)	ADDRESS – CITY – ST	TELEPHONE	FAX
1			
2			
3			
4			

EQUIPMENT OWNED OR RENTED	OWNED	RENTED	RENTED OR LEASED FROM (NAME/ADDRESS)
1	<input type="checkbox"/>	<input type="checkbox"/>	
2	<input type="checkbox"/>	<input type="checkbox"/>	

I represent that the above information is true and is given to induce Lawton Bros., Inc. to extend credit to the applicant. The undersigned agrees should credit be extended to my company or myself individually, payments are to be made in accordance with the terms set forth on the invoices. Past due amounts, 30 days or over, are subject to a time price differential of 1.5% (18% per annum). Should the service of an agency or attorney be necessary to collect amounts outstanding, I/we agree to pay all costs of such collection including a reasonable attorney fee. By signing below I authorize the above bank and trade references to release information regarding the account.

PLEASE ATTACH COPY OF LATEST FINANCIAL STATEMENT. IF SUBMITTING A PREPRINTED CREDIT APPLICATION, PLEASE COMPLETE NAME AND ADDRESS, SIGN THIS FORM, AND ATTACH.

SIGNATURE REQUIRED

PRINTED

TITLE

> FOR INTEROFFICE USE ONLY <

BRANCH :	APPROVED BY :
SALESPERSON :	DATE :
ACCOUNT # :	
COMMENTS :	

Lawton Bros., Inc.
CREDIT APPLICATION TERMS

The Applicant, _____, agrees to pay Seller, Lawton Brothers, Inc., 2515 Dinneen Ave., Orlando, FL 32854, (Hereinafter "Lawton Brothers") for all purchases upon account terms. Charges billed, but not paid by the 30th day following invoice date (unless due date is specifically changed by the President of Lawton Brothers) will be considered past due. Applicant agrees to pay a service charge of 1 ½% per month (18% per annum) on all past due accounts.

Applicant hereby agrees, jointly and severally, to pay all collection expenses, including reasonable attorney's fees and court costs, through appeal if it becomes necessary to collect the account through legal action. Applicant waives any and all privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, and further, Applicant jointly and severally agree that any legal action brought on this Agreement may be brought in the appropriate court in Orange County, Florida. Applicant waives any right to trial by jury of any action brought on this agreement. As to all matters arising out of this credit application, including but not limited to collections of balances due, the law of the State of Florida shall apply.

Applicant assumes full responsibility for all materials purchased from Lawton Brothers. In consideration for the extension of credit, the person(s), notwithstanding corporate position or status, signing this agreement as well as the named applicant, jointly and individually, agrees to be personally liable for all charges and individually guarantees prompt payment for all charges and to be bound by all terms of this agreement. Applicant and any person signing this Agreement hereby grant permission for their credit report to be obtained and reviewed.

Applicant further agrees to notify Lawton Brothers within ten (10) days in writing from date of invoice of any discrepancies in the billing. Failure to notify Lawton Brothers signifies total acceptance and responsibility for prompt payment in full of the account. Applicant agrees, subject to the following paragraph, that no refund will be granted unless merchandise is returned within thirty (30) days of purchase, along with proof of purchase, and in original condition. Returns for credit must be authorized in writing by management personnel and are subject to a restocking charge.

Lawton Brothers must be given written notice, identifying the defect within three (3) days after receipt of goods by buyer. Lawton Brothers must also be given the opportunity to inspect the allegedly defective goods, and if requested by Lawton Brothers, the allegedly defective goods must be returned to Lawton Brothers. Failure to give a required notice within the time provided or failure to return allegedly defective goods to Lawton Brothers following Lawton Brother's request constitutes a waiver of a claim for credit or replacement. Lawton Brother's responsibility to give credit or replacement is limited to the extent of the original purchase price of the goods. No credit for goods returned by buyer shall be given without Lawton Brother's written authorization and any return is subject to a restocking fee.

ALL WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LAWTON BROTHERS SHALL NOT BE LIABLE (DIRECTLY OR INDIRECTLY) UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER TYPE OF DAMAGES FOR ANY REASON OR ARISING OR RESULTING FROM A BREACH OF WARRANTY UNDER THE SALE, HANDLING, OR USE OF THE GOODS SOLD. LAWTON BROTHERS' LIABILITY HEREUNDER, AND BUYER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER FOR BREACH OF WARRANTY OR FOR NEGLIGENCE ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT.

This agreement shall not be binding upon the parties until same is accepted by an authorized representative of Lawton Brothers in Orange County, Florida. By this Agreement, Applicant does hereby submit himself, herself to the jurisdiction of the appropriate Florida courts.

Lawton Brothers retains title to and a security interest in all materials sold to the undersigned. This security interest is superior to all other rights, claims, or security interests of any other party. Title does not pass to the purchaser until payment is received in full by Lawton Brothers.

Authorized Signature _____

Internal Use

Name & Title (typed) _____

Accepted By _____

Date _____