

ORION EROSION CONTROL INC

Commercial Credit Application



Return to our office



Mail to: Orion Erosion Control, Inc

Fax to 844-533-3312 Email to

3350 Riverwood Pkwy

STE 1900

Atlanta, GA 30339

sales@orionerosioncontrol.com

CUST # _____

Your Sales Representative Name

Physical Address (Street Required)				Doing business as (DBA), if different from legal name	
City		State		Zip	
Company's Legal Name		Telephone		Company website	
()		()			
Billing Contact (First, MI, Last)		Email Address		Cell / Mobile	
				()	
Billing Address (if different from above)		City		State Zip	
Fed Employer ID Number (Tax ID)		D-U-N-S Number		Business Start Date	
Type of Entity		Annual Sales (\$)		Number of Employees	
(check only one)					
<input type="checkbox"/> Corporation		<input type="checkbox"/> LLC/Limited Partnership		<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Government		<input type="checkbox"/> Other	
				If incorporated, Date	
				If incorporated, State	

Principals/Ownership (Include Officers, Partners, Directors or Proprietor)

Name (First, MI, Last)		Title		Ownership Percent	
Home Address		City		State Zip	
				Home Telephone	
				()	
Name (First, MI, Last)		Title		Ownership Percent	
Home Address		City		State Zip	
				Home Telephone	
				()	
Name (First, MI, Last)		Title		Ownership Percent	
Home Address		City		State Zip	
				Home Telephone	
				()	

Parent Company (if applicable)

Company's Legal Name	Address	City	State
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Public Filings

Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws? ☐ Yes ☐ No If Yes, please explain:

Bank References (include deposit accounts and loans/lines of credit, if applicable)

Bank Name	Contact Person	Telephone	Fax
		()	()
Address	City	State	Account Number(s)
Bank Name	Contact Person	Telephone	Fax
		()	()
Address	City	State	Account Number(s)

Trade References

Vendor's Name	Contact Person	Telephone	Fax
		()	()
Address	City	State	Account Number(s)
Vendor's Name	Contact Person	Telephone	Fax
		()	()
Address	City	State	Account Number(s)
Vendor's Name	Contact Person	Telephone	Fax
		()	()
Address	City	State	Account Number(s)

Purchasing Information

Monthly Spend	Requested Credit Limit	Depending on your credit limit needs, we may require a current financial statement including balance sheet, P&L and statement of cash flow
\$	\$	
Number of Purchasers		
<input type="checkbox"/> Additional names are attached on a separate sheet		
Name #1	Name #2	

PURCHASER TRANSACTION LIMITS WILL DEFAULT TO THE APPROVED CREDIT LIMIT. TO CUSTOMIZE, CALL US @ 844-346-2888

STORE USE ONLY

STD

EXT

RW

NRW

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Orion Erosion Control Financial Account Agreement

The Orion Erosion Control Financial Account ("Account") is issued by and credit is extended by Orion Erosion Control, Inc., 3350 Riverwood Parkway, Suite 1900, Atlanta, GA, 30339 or any servicer or financial institution that agrees with Orion Erosion Control to act as issuer and/or servicer of the Account (the "Issuer"). Any references in this Agreement to Orion Erosion Control refer to Orion Erosion Control, Inc. or any Issuer designated by Orion Erosion Control. In this Agreement, the "we" and "us" refer to the Issuer. "You" and "your" refer to the Applicant.

Your use of the Orion Erosion Control Financial Account constitutes acceptance of the following terms and conditions. Use includes the retention or use of the Account by the person named on the Orion Erosion Control Financial Account, authorized users, or anyone under your control, including your employees. Orion Erosion Control Financial Account numbers forwarded to the dealer locations at your request are Account numbers issued to you. The person named on the Orion Erosion Control Financial Account is liable for any unauthorized use of the Account and you agree to be responsible for any unauthorized use. The Orion Erosion Control Financial Account is for business and commercial use only and not for personal, family or household use.

A credit line will be assigned to your Account. This line includes all unpaid purchases, whether billed or unbilled. If, as you use your Account, you find your credit line to be inadequate, please call 1-844-346-2888.

Your account billing cycle is closed on the 15th of the month. Statements are emailed or mailed. Your payment is due on the 1st day of the month (or the next business day if the 1st is a weekend or holiday). Outstanding balances unpaid after the due date will be considered delinquent 10 days after the due date. Delinquent balances will be assessed a finance charge of 1.5% and a \$29.00 late fee per billing period, or, if less, the maximum finance charge and late fee permitted under the law.

You may pay your Orion Erosion Control Financial Account by check, Credit Card Payment, or Electronic Funds Transfer (EFT). EFT authorizes Orion Erosion Control Financial to automatically deduct funds from your chosen bank account. Please notify us if you would like the convenience of paying by EFT.

If your bank should fail to honor payment to Orion Erosion Control Financial, you agree to pay our insufficient funds/returned item fee of \$25.00, or such lesser amount as is required by law. In addition, if your payment is dishonored or your Account becomes delinquent, Orion Erosion Control Financial may require immediate and full payment of all outstanding amounts.

UNDER NO CIRCUMSTANCES SHALL ORION EROSION CONTROL OR ANY OTHER ISSUER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claim arising out of or relating to this Agreement.

We reserve the right to change the terms of this Agreement by giving you fifteen days advance notice of the changes. Changes may include, without limitation, additional or different fees and contract provisions. This Agreement will be governed by the laws of the State of Georgia.

In the event that you breach or default under the terms of this Agreement, you will be liable to Orion Erosion Control Financial for all costs and expenses, including late charges and fees and reasonable attorney fees or other costs of collection, incurred by Orion Erosion Control Financial in enforcing its rights here under. You agree that in the event of default in payment, Orion Erosion Control Financial may institute suit against you in the courts of the State of Georgia, regardless of where you are geographically located or conduct business.

You grant us a purchase money security interest in all goods purchased with your Orion Erosion Control Financial Account. Either you or Orion Erosion Control Inc may terminate this Agreement at any time. Payment of all outstanding amounts must be made upon termination.

01/30/17

Personal Guarantee(s)

By signing this section of the application, you agree to unconditionally personally guarantee the performance of all obligations under, and the payment upon demand of all amounts due on, the Orion Erosion Control Account that is opened with this application, without requiring us to first pursue the buyer also liable on the Account. You also waive any notices regarding the governing credit agreement or this guarantee. This guarantee shall be in effect until the governing credit agreement has been terminated and all amounts due thereunder shall have been fully paid. You waive all surety ship defenses. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You represent and promise that everything in this application is true and correct.

Name	Name
Social Security Number	Social Security Number
Signature X	Signature X

REQUIRED APPLICANT SIGNATURE

All provisions contained on this form are incorporated by references into the Orion Erosion Control Account Agreement above, and you agree to be bound by the Orion Erosion Control Financial Account Agreement in the event your application is approved. The Orion Erosion Control Financial Account Agreement sets forth additional terms relating to the Orion Erosion Control Purchasing Program. This application and the Orion Erosion Control Account Agreement constitute the complete agreement between you and the Issuer. The undersigned hereby certifies that (a) the undersigned is an authorized representative of the Company with full power to bind the Company to the Agreement, and (b) all information contained in the application is true and correct. Orion Erosion Control Financial, Inc. is also authorized to obtain credit information from time to time regarding the Company (and any sole proprietor or general partner who signs below) from credit reporting agencies, references and any merchant who accepts the Account.

Signature X	Date
Name (please print)	Title