



BUILDING MATERIALS • HOME CENTER

Consumer Application for Credit



P.O. Box 99 • Manteo, NC 27954 • Phone (252) 473-2167 • Fax (252) 473-5870

COMPLETE ALL INFORMATION (Please drop off application at store or mail to address above.)

Name, Home Phone, Mailing Address, Town / State / ZIP, Physical Address, Date, Salesperson, Work Phone #, Fax #, Cell Phone #, E-Mail, Social Security #

CREDIT DESIRED: \$

CURRENT EMPLOYMENT INFORMATION:

Name of Employer, Employer Address, Length of Employment, Occupation, Phone #

BANK REFERENCES:

Table with 5 columns: Bank Name, City/State, Phone #, Account#, Balance. Includes Lender's Name rows.

CREDIT REFERENCES:

Table with 5 columns: Name, City/State, Phone #, Account#, Open High Credit

AUTHORIZED PURCHASERS: (Please Print)

Blank lines for authorized purchasers' names and titles.

AUTHORIZATION

Applicant authorizes Kellogg to whom this application is made to investigate the references listed above and to contact the Credit Bureau and any other source pertaining to Applicant's credit.

Date, Applicant Signature, Title (two rows)

Federal Truth-in-Lending Disclosures

Agreement:

Your signature below means that you assume responsibility for payment of this account and agree to all credit terms of Kellogg's including specifically the following:

All charges will be payable by the 10th of the following month. On the 25th of the same month accounts will be considered delinquent, credit may be suspended, and the applicant agrees to pay a finance charge on all past due obligations. The FINANCE CHARGE on all past due balances will be imposed at a "periodic rate" of 1 1/2% per month (minimum finance charge of \$1.50) which is an ANNUAL PERCENTAGE RATE of 18% applied to the previous balance less any payments or credits received prior to the end of the billing cycle. No FINANCE CHARGE will be applied if the full balance is paid within the above mentioned terms. In the event of default or failure to pay goods and services sold and delivered pursuant to this credit application, Applicant hereby authorizes such charge and agrees to pay all finance charges the same as any other indebtedness. Applicant hereby agrees to abide by each of the terms and conditions set forth on all invoices, which terms and conditions may be amended from time to time, and which terms and conditions are incorporated herein by reference. Applicant hereby understands and agrees that, should it become necessary to place this account for collection, Applicant hereby obligates itself/himself/herself to pay all costs of collection, including but not limited to collection agency fees, reasonable attorney fees, court costs, filing fees, interest and service fees which may be charged in the event of default or failure to pay for goods and services provided. This agreement shall be governed and construed in accordance with substantive laws of the State of North Carolina.

Payments, credits or charges received before the 25th day of the month will be reflected on that month's account statement. Payments, credits or charges received after the 25th day of the month, which is closing date of billing cycle, will appear on the next month's statement.

PERSONAL GUARANTEE: The undersigned, in consideration of Kellogg extending credit to the applicant upon this application, jointly and severally personally guarantee to Kellogg the prompt payment of all sums due to Kellogg by the above named applicant. Guarantor's liability shall be for the full balance due by applicant to Kellogg pursuant to this or any future extension of credit including applicable interest, court costs and attorneys fees. Guarantor hereby expressly waives notice of amount of sales, dates of shipment or delivery and waives notice of any default on the part of applicant or any extension of time to pay obligations which Kellogg may grant, and Guarantor does hereby consent to any and all extensions which may be granted to applicant from time to time. There shall be no obligation on Kellogg's part at any time to resort for payment to applicant or resort to any collateral security, property, liens or any other rights or remedies whatsoever and Kellogg shall have the right to proceed against Guarantor immediately upon any default by applicant. No termination of this guarantee shall be effective except that sent to Kellogg, by certified mail naming an effective date after the date of receipt of said notice. Such termination shall not affect liability of the undersigned with respect to any credit extended to the above-named applicant prior to the termination of date. Guarantor's liability hereunder shall not be cancelled, nor shall Guarantor be released hereunder in consequence of any covenants, agreements or acts by Kellogg with applicant. Kellogg may add other Guarantors for applicant. The addition of other guarantors by Kellogg does not affect the obligations of Guarantor as set forth herein. The deletion of one or more guarantors does not affect the obligations of any remaining guarantors. The Guarantor hereby authorizes Kellogg to make inquiry of any recognized source of credit information concerning the credit standing of Guarantor. This personal guarantee agreement shall be governed or construed in accordance with the laws of the State of North Carolina.

Date	Personal Guarantor Signature <i>(No titles, please)</i>	Address
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NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT A BILL OR STATEMENT

If you think any bill or other written notice stating an amount you owe is wrong, or if you need more information about a transaction on your bill or written notice, write us at the address shown on your bill, notice or invoice as soon as possible. We must hear from you no later than 60 days after we sent you the first bill or notice stating that you have a balance that is past due. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.