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CREDIT APPLICATION & AGREEMENT

This Credit Application and Credit Agreement is being used by Building Supply Association – US LBM, LLC and all references to “BSA” or “Building Supply Association” contained herein refer to that entity identified above, although either entity may rely upon the information contained herein, and bind the applicant and guarantors to the terms hereof in regard to the extension of credit on an open account.

IMPORTANT NOTICE

The following information is a basis for extending credit to your concern. No application will be considered unless all blanks (where applicable) are filled in and signed. By completion of this application, the applicant understands that this is an application for the extension of credit to be considered by Building Supply Association - US LBM, LLC.

APPLICANT INFORMATION

Applicant (Legal Name): _____

Business Name: (D.B.A.): _____ Fed ID # : _____

Physical Address: _____

Billing Address: _____

Email Address: _____ Billing Contact: _____

Telephone # (work) _____ Fax # _____ Home _____

In Business Since: ____/____/____ As A: ____ Corporation ____ Partnership ____ Proprietorship

No. of Employees: _____ Have you ever done business under any other name? ____ Yes ____ No ____
If so identify: _____

Name of Owner/President/Partners and/or Corporate Officers:

Name _____ Title _____
Home Address _____ Social Security No. _____ - _____ - _____
Home Phone _____

Name _____ Title _____
Home Address _____ Social Security No. _____ - _____ - _____
Home Phone _____

Does your company require Purchase Orders? ____ Yes ____ No

Has applicant or any of its owners, partners, officers or directors ever filed a voluntary petition in bankruptcy; been adjudged bankrupt or made assignment for the benefit of creditors? If so, please state date and name of court:

Is applicant or any of its owners, principals, officers or directors a guarantor or endorser of debts or notes owned by others? If so, explain:

Has any partnership, joint venture or corporation of which any of your officers or directors were a partner, officer, director or majority shareholder ever filed a voluntary petition in bankruptcy, been adjudged bankrupt or made an assignment for the benefit of creditors? If so, explain in detail all pertinent facts:

Is applicant or any of its owners, principals, officers or directors a guarantor or endorser of debts or notes owned by others? If so, explain:

Dun & Bradstreet No.: _____ Registered Agent: _____

Bond: _____

Name & Address: _____

Name & Address: _____

Location: _____

Location: _____

Salesperson _____

Salesperson _____

Date: _____

Date _____

TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT

1. The cutoff for billing is the end of the month. All invoices are due by the following end of the month.
2. Past due accounts shall be subject to a 1 1/2% per month (18% per year) service charge on the unpaid principal amount. BSA shall have the sole discretion to apply payments on past due accounts in any manner which it deems appropriate. BSA may apply payments first to late payment charges, service charges, attorney's fees, shipping charges or other expenses or charges, in any order, before applying any remainder to Customer's principal account balance.
3. Any disputed item, claim of damage or material defect or shortage, shall be made in writing by the Customer and sent to BSA via certified mail, and must be received by BSA within five (5) days from the date of shipment in order to be considered a reasonable claim.
4. BSA HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FURTHER, UNDER NO CIRCUMSTANCES SHALL BSA BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL DAMAGES OR FOR CLAIMS FOR LABOR CHARGES INCURRED AS A RESULT OF ANY DEFECTIVE GOODS. BSA will assign or transfer to Customer any and all transferable or assignable manufacturer's warranties, if any, in lieu of any other warranty obligations, whether express, and implied at law or otherwise. Except for these manufacturer's warranties which may be transferred or assigned, all goods are sold "as is."
5. In consideration of any extension of credit by BSA should any indebtedness not be paid in accordance with the terms and conditions of this Credit Application and Credit Agreement or the Invoice(s) for goods purchased by Customer, Customer agrees to pay all costs of collection, including BSA actual attorney's fees and paralegal or legal assistant fees (including fees incurred on appeal or in any alternative dispute resolution procedure) and any other costs or expenses incurred as a result of or in connections with BSA efforts. To the extent State law limits the recoverability of attorney's fees; BSA shall be entitled to recover its fees up to the maximum allowed by State law.
6. In consideration of any extension of credit by BSA, should any indebtedness not be paid in accordance with the terms of credit, the undersigned customer agrees to pay all costs of collection including reasonable attorney's fees and does not hereby waive presentment and notice of default and stipulate to venue in the county of BSA choice.
7. Title to and ownership of all goods identified on any invoice as goods purchased from BSA by Customer shall remain with BSA until such time as the full amount of the invoice, together with any accrued additional charges or amounts as provided herein, have been paid in full.
8. Customer agrees to notify BSA in writing within seven (7) days of any change in the name, address, ownership, or form of Customer's business, or credit may be suspended by BSA.
9. BSA reserves the right to request additional financial information, including financial statements, from applicant at any time

as a condition precedent to additional sales.

10. Job accounts may be requested by BSA as necessary, to support and provide additional credit to applicant.

11. Notice to Owner will be sent by BSA on all job accounts upon delivery.

12. BSA reserves the right to stop shipments on job accounts that exceed credit limits and/or invoice terms.

13. No payments due BSA shall be subject to any offset or claim, but shall be paid to BSA when due regardless of any claim or dispute.

14. All goods are shipped at Customer's risk, whether shipment is made by BSA's vehicles or by other means. BSA shall not be liable for any damage to buildings, driveways, walks, lawns, sprinkler systems, gardens, flowerbeds, trees, shrubbery, septic tanks, and/or drain fields as a result of any rooftop or jobsite deliveries. Should Customer not be present or have a representative present at the time of any deliveries by BSA, Customer hereby authorizes BSA to unload the goods and to leave them at the delivery destination. Further, should Customer not be present or have a representative present at the time of any deliveries by BSA, Customer agrees to be bound by and to accept as accurate the description of materials delivered contained in BSA's delivery ticket or invoice. Customer shall release, indemnify, hold harmless and defend BSA with counsel of BSA's choosing, from any and all claims, demands, actions, causes of action, costs, expenses and attorney's fees arising out of or in connection with any and all personal injury, including death, to any person or persons and any and all damage to or loss of any property and any and all damages recognized in law or in equity caused in whole or in part, or in any way relating to the delivery by BSA of goods purchased by Customer. **IN NO EVENT SHALL BSA ROOFING SUPPLY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY BSA'S DELAY IN PERFORMING ITS OBLIGATIONS OR DELIVERY OF GOODS DUE TO ANY CAUSE WHATSOEVER.**

15. All materials returned for refund are subject to a restocking charge of 20%.

16. Customer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by BSA. Further, Customer hereby authorizes any and all banks and lending institutions with which Customer has had business dealings to release any information regarding account balances and credit history to BSA.

17. In the event any legal action is instituted by either BSA or Customer against the other, or any claim is made by either against the other in any legal proceedings, Customer and BSA agree that jurisdiction shall be exclusive in the State of Georgia and venue for any such action, whether initiated by Customer, BSA or a third party shall only exist in the court of competent jurisdiction. In the event BSA makes or brings any claim against Customer for damages of any nature, whether suit is filed or not, BSA shall be entitled to recover all of its expenses including its attorneys fees, paralegal or legal assistant fees (including fees incurred on appeal or in any alternative dispute resolution procedures) as a part of its damages. Customer and BSA hereby waive all rights to trial by jury and agree to make no request or demand for jury trial in any legal proceeding.

18. Customer hereby agrees to release, indemnify, hold harmless and defend BSA, with counsel of BSA's choosing, from and against any and all claims, demands, actions, causes of action, costs, expenses and attorney's fees arising out of or in any way relating to any and all injury, including death, to any persons or persons, and all damages to or loss of property and any and all other damages recognized in law or in equity, caused by or resulting from, in whole or in part, any act(s) or omission(s), negligent or otherwise, of Customer or its agents, servants, employees, subcontractors or customers. Customer acknowledges that the purchase price of the goods have been reduced two percent (2%) to reflect the specific consideration given for this provision by BSA.

19. Customer agrees that should any late payment or interest charges be deemed by a Court of competent jurisdiction to violate any laws, Customer's sole remedy against BSA for such violation shall be the application of any such charge in excess of the maximum rate allowable by law toward the unpaid account balance (or refund of such excess if no account balance remains unpaid).

20. Customer shall pay each invoice in full in accordance with the terms of this Credit Application and Credit Agreement as well as the terms of the particular Invoice(s), regardless of whether such Invoice(s) was signed by Customer or a representative of Customer.

21. Customer agrees that all purchases by Customer hereunder are made pursuant to the terms and conditions of the Invoice(s), all of which terms and conditions are incorporated by reference herein.

22. Customer represents and warrants that it is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (federal, state or local), and Customer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other federal, state and/or local laws pertaining to "consumer" rights. Customer further represents and warrants that all purchases made from BSA and any credit extended hereunder will be used solely for business and commercial purposes.

23. This Credit Application and Credit Agreement contains the full, final and exclusive statement of the agreement between Customer and BSA, and no terms and conditions other than those stated herein or as stated in BSA Roofing Supply's Invoices or Statements, and no agreement or understanding in any way purporting to modify these terms and conditions, shall be binding on BSA's Invoices or Statements, or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach.

24. A determination that any provision of this Credit Application and Credit Agreement or of BSA's Invoices or Statements is illegal or invalid shall not affect the validity of enforceability of the remaining provisions not held to be illegal or invalid.

25. Customer warrants that the information given in this Credit Application and Credit Agreement is true and correct and that no unfavorable information has been omitted. Customer acknowledges and understands that BSA's decision to extend credit to Customer is based upon and in reliance upon the information provided by Customer herein.

26. In the event BSA deems itself, in its sole reasonable discretion, to be insecure with regard to the outstanding balance on an account. Customer acknowledges and agrees that BSA can insist upon one or more of the following measures: (1) that a promissory note be executed by Customer for the balance owed on the account(s), (2) that additional personal guaranties be executed and financial information satisfactory to BSA be provided for such additional guarantors, and/or (3) that a security agreement or mortgage be executed in favor of BSA Roofing Supply on any real or personal property, tangible or intangible, of the Customer or the guarantors, and any documentation necessary to perfect such security interest or mortgage be executed by Customer or its guarantors.

27. Customer represents and agrees that it authorizes any of its employees or agents to sign up for and acknowledge receipt of deliveries by BSA, and that any such employees or agents have full authority to sign delivery tickets, invoices or similar documents accompanying such deliveries and that Customer will be fully bound by the terms thereof.

28. Customer agrees to hold that portion of all payments received by Customer which include payment to Customer for the goods supplied by BSA pursuant to this agreement in a separate account in trust for payment to BSA. Customer shall not use said payments for any other purpose until payment in full has been made to BSA. Customer agrees to act as a fiduciary for payment to BSA in exchange for the ability to purchase goods on credit. Customer agrees that any failure to hold payments in trust for BSA shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C. §523(a) (4) and (6).

The undersigned, herein referred to as the customer, in exchange for, and as inducement for Building Supply Association – US LBM, LLC, to extend credit, hereby jointly and individually acknowledge and agree to the above terms of sale and extension of credit. The undersigned hereby certifies that the information furnished is true and correct and certifies that he/she is authorized to sign for and to bind the applicant(s).

Applicant Auth. Signature

Printed Name

DATE

PERSONAL GUARANTEE

TO INDUCE BUILDING SUPPLY ASSOCIATION – US LBM, LLC TO SELL MERCHANSIDE AND EXTEND CREDIT TO THE APPLICANT, THE UNDERSIGNED HEREBY JOINTLY AND SEVERALLY GUARANTEE THE PAYMENT OF ANY INDEBTEDNESS, WHICH MAY AT ANY TIME AND FROM TIME TO TIME, BE INCURRED BY THE APPLICANT TO BSA. IN THE EVENT OF ANY DEFAULT AT ANY TIME BY THE APPLICANT, BSA SHALL BE ENTITLED TO LOOK TO THE UNDERSIGNED IMMEDIATELY FOR SUCH PAYMENT, WITHOUT PRIOR DEMAND OR NOTICE. THIS GUARANTEE SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL SUCH TIME AS BSA RECEIVES WRITTEN NOTICE VIA REGISTERED MAIL OF REVOCATION OF THIS GUARANTEE. SUCH NOTICE OF REVOCATION SHALL BE INEFFECTIVE AS TO ANY EXISTING INDEBTEDNESS, OR AS TO ANY TRANSACTION OR COMMITMENT PREVIOUSLY UNDERTAKEN BY BSA FROM THE APPLICANT, BEFORE BSA WAS IN RECEIPT OF SUCH WRITTEN NOTICE OF REVOCATION.

Auth. Signature _____

(Print Name) _____

Witness: _____

Date _____

Witness(printed): _____

FAX COPIES ARE ACCEPTABLE TO BEGIN THE CREDIT APPROVAL PROCESS, HOWEVER,

**THIS ORIGINAL DOCUMENT MUST BE SUBMITTED TO BUILDING SUPPLY ASSOCIATION
WITHIN 10 DAYS IN ORDER FOR THE ACCOUNT TO BE ESTABLISHED.**

CREDIT REFERENCES

Please return with your completed credit application

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person _____

Phone No. _____ Fax No. _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person _____

Phone No. _____ Fax No. _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person _____

Phone No. _____ Fax No. _____