



Central Texas Metal Roofing Supply Co., Inc.

Austin – Headquarters / Sales Office

(512) 452-1515 (800) 428-7412

Fax (512) 833-7499

### Credit Application

|   |                                      |                                      |                              |   |                       |
|---|--------------------------------------|--------------------------------------|------------------------------|---|-----------------------|
| Company Name (Including DBA)  |                                      |                                      |                              | Phone   |                       |
| Physical Street Address / City / State / Zip  |                                      |                                      |                              | Fax   |                       |
| Mailing Address / City / State / Zip  |                                      |                                      |                              | Email   |                       |
| Company Status  | Corp, Partnership, or Proprietorship |                                      |                              | Date Business Started                                     |                       |
|   | State of Incorporation               | Employer Identification Number (EIN) |                              | Tax Exempt or Non-Exempt (Please provide Tax certificate) |                       |
| List of All Officers, Owners, or Partners   | 1. Name                              |                                      | 1. DOB                       |   | 1. SSN                |
|   | 1. Title                             |                                      | 1. DL#                       |   |                       |
|   | 2. Name                              |                                      | 2. Title                     |   | 2. SSN                |
| Accounts Payable Contact Name   |                                      |                                      | PO's Required?               |   | Credit Amount Desired |
| Bank Reference 1  | Bank Name                            | Address / City / State / Zip         |                              | Account Numbers   |                       |
|   | Contact Name                         |                                      |                              |   |                       |
| Bank Reference 2  | Bank Name                            | Address / City / State / Zip         |                              | Account Numbers   |                       |
|   | Contact Name                         |                                      |                              |   |                       |
| Credit Reference 1  | Name                                 |                                      | Address / City / State / Zip |   | Phone                 |
|   |                                      |                                      |                              |   | Fax                   |
| Credit Reference 2  | Name                                 |                                      | Address / City / State / Zip |   | Phone                 |
|   |                                      |                                      |                              |   | Fax                   |
| Credit Reference 3  | Name                                 |                                      | Address / City / State / Zip |   | Phone                 |
|   |                                      |                                      |                              |   | Fax                   |
| Credit Reference 4  | Name                                 |                                      | Address / City / State / Zip |   | Phone                 |
|   |                                      |                                      |                              |   | Fax                   |
| I (We) hereby authorize the above companies and/or banks to release factual credit information to CTMRS relating to my (our) past and present credit experience for the purpose of determining credit worthiness. I (We) hereby acknowledge that I (we) have furnished the information above for the purpose of obtaining credit from Central Texas Metal Roofing Supply Co., Inc., and I (we) have read and understand and consent to the Terms and Conditions of Sale included on the reverse hereof, as well as the Personal Guarantee. Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller in lieu of any original document.  |                                      |                                      |                              |   |                       |
| Authorized Signature (Sign Page 2 Also)   |                                      |                                      | Title                        |   | Date                  |
| Authorized Signature (Sign page 2 Also)   |                                      |                                      | Title                        |   | Date                  |
| If the Buyer or credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation. For value received and in consideration of the credit that Seller may hereafter extend, the undersign(s) (hereinafter referred to as "Guarantor(s)") hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by the Buyer (hereinafter referred to as "Debtor"), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees if placed for collection. The Guarantor(s) expressly waives notice of acceptance of guarantee demand, and notice of nonpayment, and consents to any extension of time of payment of any and all of the indebtedness hereby guaranteed. This guaranty is a continuing guarantee. This guaranty shall continue to apply to all sales made, services rendered, and advances made by Seller to the Debtor (also including but not limited to Debtor's subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor(s) notwithstanding any title or designation made by me. The Guarantor(s) as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process. |                                      |                                      |                              |   |                       |
| Printed Name  |                                      | Signature                            |                              | SSN   | Date                  |
| Printed Name  |                                      | Signature                            |                              | SSN   | Date                  |



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**TERMS AND CONDITIONS OF SALE**

CENTRAL TEXAS METAL ROOFING SUPPLY CO., INC. TERMS AND CONDITIONS OF SALE. ALL REFERENCES TO "CTMRS" ARE REFERRING TO CENTRAL TEXAS METAL ROOFING SUPPLY CO., INC.

1. Payments due CTMRS under the terms of this sale and any other money due CTMRS by Buyer shall be made payable to CTMRS. Payments may be accepted at the principal office in Austin, Travis County, Texas, at the manufacturing plant or by an Authorized Agent (Driver) of CTMRS. Proper ID will be required to accept payment by check. All returned checks will be subject to a processing fee.
2. This agreement is performable in Travis County, Texas. The parties hereto agree that venue shall be in Austin, Travis County, Texas for any and all claims or disputes arising out of all transactions between CTMRS and Buyer.
3. Buyer agrees that all payments with lien release language on the back of any check shall be sent only to the principal office of CTMRS in Austin, Travis County, Texas. Buyer agrees that any payment accepted through CTMRS by a driver or at the manufacturing plant with lien release language on the check does not bind CTMRS to the attempted release. CTMRS's agent, such as a driver or at the manufacturing plant, who accepts checks for CTMRS is authorized only to accept unconditional payments, and no action by this agent shall ever give rise to claim of any authority, apparent or otherwise, beyond that described in this paragraph. Acceptance of any conditional check, including any lien release language or otherwise at any location besides the CTMRS Austin office shall only be a partial release for those funds received, and never otherwise. This paragraph cannot be waived or modified except in writing in advance.
4. Unless specifically enumerated herein, the price does not include any taxes (including excise, privilege, occupation, use, sales, etc., Federal, state or local).
5. Any payments deferred after the due date as specified herein shall bear interest at the rate of eighteen percent (18%) per annum. If an invoice is placed in the hands of any attorney for collection, or if collected by any legal proceedings, Buyer agrees to pay CTMRS its reasonable attorney's fees and costs incurred in the collection of sums owed by Buyer to CTMRS on account of principal, interest, or other charges, which attorney's fees shall not be less than twenty percent (20%) of the total amount payable.
6. Buyer has and does by these presents grant to CTMRS and CTMRS has and does hereby retain a security interest in all parts and accessories described in and being purchased by buyer pursuant to this Agreement. The security interest herein granted by Buyer and retained CTMRS is to secure payment of the full purchase price and all other charges due and owing CTMRS by buyer under the terms of this sale. This security interest constitutes a "purchase money security interest" pursuant to the Uniform Commercial Code. This instrument is a contract, security agreement and financing statement between the parties hereto.
7. All materials sold hereunder are sale F.O.B. CTMRS plants. CTMRS reserves the right to approve the carrier on all C.O.D. shipments.
8. All orders are subject to approval and acceptance by CTMRS on its CTMRS Purchase Order Agreement (POA) form. The CTMRS POA is our interpretation of your order and is issued by CTMRS, incorporating by reference, all of the provisions contained herein and any conflicting provision of a purchase order issued by Buyer shall be of no force and effect. It shall be Buyer's responsibility to notify CTMRS immediately upon receipt of the CTMRS POA of any discrepancies. Buyer's signature on the CTMRS POA may be required before the order is released for production.
9. Buyer assumes responsibility of the accuracy of verbal orders unless written confirmation is received prior to fabrications. Confirming orders should be marked "Confirming Order - Do Not Duplicate".
10. CTMRS shall not be liable to Buyer for any direct or consequential damages including loss of use to Buyer arising out of delay in carrying out this contract due to fire, strike, act of God, war insurrection, mob action, act of government, loss, damage or delay of materials, floods, storms, inability to obtain materials, or other acts of circumstances outside the control of CTMRS.
11. Buyer may cancel an order by giving written notice to CTMRS. In the event of such cancellation, Buyer agrees to pay CTMRS all actual costs and damages incurred by CTMRS in preparing to perform the terms of the order and in performing the terms of the order prior to this receipt by CTMRS of such written notice, including but not limited to CTMRS expense of purchase of material, fabrication and overhead.
12. Buyer may arrange for pickup of order at CTMRS plant or shipment will be made by common carrier - "Freight Collect", unless other arrangements are previously made.
13. If at Buyer's request the delivery of materials is delayed, CTMRS shall invoice Buyer for the price of materials, which invoice shall be due in accordance with the terms of payment provided herein.
14. Buyer will reimburse CTMRS for the cost of storing materials if shipment is delayed by Buyer and will assume any damages to the materials caused by deterioration.
15. Unless specified herein in writing, CTMRS makes no warranties, express or implied, and CTMRS's liability shall be limited to the written warranties herein and as contained in CTMRS's Limitations On and Conditions of Guarantee and CTMRS shall not be liable for any direct or consequential damages including loss of use which buyer may suffer.
16. Failure to comply with these procedures relieves the manufacturer of responsibility for any resultant damage to or deterioration of the product and VOIDS ALL WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY FITNESS FOR PARTICULAR PURPOSE.
17. Damages and/or shortages must be reported within 24 hours of delivery or pick-up of material.

|                      |       |      |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
| Authorized Signature | Title | Date |