

# Credit Application and Agreement



Sales Rep: \_\_\_\_\_ Sales #: \_\_\_\_\_ Credit Limit Requested: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 1 - APPLICANT (BOLDDED ITEMS INDICATES A REQUIRED FIELD)

**Legal Name of Individual(s) Firm/Corp (hereinafter referred to as applicant):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Individual(s)/Sole Proprietor**  **Limited Liability Company**  **Corporation**  **Limited Partnership**  **Partnership in the State of:** \_\_\_\_\_

Please choose which best describes your business:  Single Family  Multi Family (4 or more units)  Commercial  Repair/Remodel

**Have you previously done business with BFS or other subsidiaries?**  No  Yes - under what name: \_\_\_\_\_

**Related to a BFS employee?**  No  Yes - provide employee name and describe relationship: \_\_\_\_\_

**Business Established Date:** \_\_\_\_\_ **Federal Tax ID:** \_\_\_\_\_ **Tax Exempt?**  No  Yes - please attach exemption certificate

Parent Company, If Applicant Is Subsidiary (City, State): \_\_\_\_\_

**Description/Type of Business:** \_\_\_\_\_ **Contractors License:** \_\_\_\_\_ **PO Required:**  Yes  No

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email for Invoice Delivery: \_\_\_\_\_

**Billing Preference:**  Mail  Email  Fax **Preferred Billing Cycle:**  Daily  Weekly  Bi-weekly  Monthly  Other: \_\_\_\_\_

Are financial statements available for the past two (2) years?  No  Yes - please attach copies to this application

*\*Please attach a list of authorized users*

## SECTION 2 - OFFICERS, PARTNERS OR OWNERS

**Name:** \_\_\_\_\_ **% Ownership:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_ **Last 4 of SS#:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **% Ownership:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_ **Last 4 of SS#:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **% Ownership:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_ **Last 4 of SS#:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

## SECTION 3 - BANKING

**Commercial Bank/Lender Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Account #:** \_\_\_\_\_ **Loan Officer:** \_\_\_\_\_  **Checking**  **Savings** **Balance:** \_\_\_\_\_

**Commercial Bank/Lender Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Account #:** \_\_\_\_\_ **Loan Officer:** \_\_\_\_\_

**Subdivision/Lot-Block:** \_\_\_\_\_ **Loan Amount/Line of Credit:** \_\_\_\_\_

## SECTION 4 - SUPPLIER TRADE REFERENCES

Firm Name \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Products/Services \_\_\_\_\_

**TERMS AND CONDITIONS**

Applicant, to induce one or more of the operating subsidiaries of Builders FirstSource, Inc., as agent for its subsidiaries, successors and assigns (collectively, "BFS") to consider providing goods and/or services on credit to Applicant, hereby agrees for itself, its successors, and permitted assigns, that the following terms and conditions (hereinafter "Agreement" or "Credit Application") shall apply to all sales of goods and/or services (the "Materials") by BFS to Applicant:

- 1. Applicant is applying for credit for business purposes and/or individual use. BFS has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate, reduce or increase the limits of any extension of credit at any time and withhold shipments of Materials ordered, or require cash in advance. Applicant authorizes BFS to furnish information about Applicant to credit reporting agencies and others who may lawfully receive such information.
- 2. Prices: Unless specifically provided otherwise in a written quote or estimate, all quoted prices are valid only for 30 days from the date of the quote. All price quotes are valid only for the quantity, type and grade of Materials quoted. All prices quoted without sales or use tax shall have such tax added thereto. Plans, estimates and take-off quantities are solely an estimate and are not guaranteed.
- 3. All Materials shall be deemed accepted upon delivery. BFS shall not be required to obtain a signature from any representative of Applicant to confirm delivery of Materials. If Applicant does not give written notice to BFS within seven (7) calendar days from the date of Applicant's receipt of Materials, all such objections shall be deemed waived. In order to effect rejection, the Materials returned must be received within ten (10) calendar days of delivery and be accompanied by the original invoice or other proof of purchase by Applicant. Physical acceptance by BFS of Materials returned shall in no way be deemed agreement by BFS of any claim by Applicant of nonconformity or any other objection. BFS shall have a reasonable time after receipt of proper notice of rejection or of revocation of acceptance to repair or replace the Materials or refund the purchase price, with the remedy to be selected by BFS in its sole discretion. If Applicant otherwise has an outstanding balance, any refund shall be in the form of a credit to Applicant's account. All unused stock Materials returned to BFS for credit are subject to a handling charge of up to 25%. No credit for returns is allowed on special millwork, special order items, nonstock items, other specialty merchandise, or on dirty, weathered, damaged or unusable merchandise.
- 4. Except as otherwise set forth in a BFS invoice, payment is due within ten (10) calendar days from the last day of the month in which the invoice is rendered. If timely payment is not made, the account shall be past due and such occurrence shall be deemed a default by Applicant. Applicant agrees that all amounts past due shall bear interest at the rate of eighteen percent per annum or the maximum amount allowed by law until paid and agrees to pay to BFS, in addition to the amount due, reasonable attorneys' fees, collection agency fees, court costs and other costs incurred in the normal course of collecting the debt. Acceptance by BFS of payment from any party other than Applicant shall not affect the liability of Applicant hereunder or under any invoice issued to Applicant. No claim asserted by Applicant against BFS shall relieve Applicant of its obligations to make timely payment to BFS. \*\*EXCEPTION TO PAYMENT TERMS\*\* IF A CONSTRUCTION LOAN IS OBTAINED, OR TAKE-OUT OR OTHER PERMANENT FINANCING IS OBTAINED, OR FUNDS GENERALLY DESIGNATED FOR PAYMENT OF BUILDING MATERIALS OR INSTALLATION SERVICES ARE ADVANCED TO APPLICANT PRIOR TO THE DUE DATE SET FORTH ABOVE, PAYMENT TO BFS IS DUE AND PAYABLE AT THE TIME OF SUCH LOAN, CLOSING OR ADVANCE OF FUNDS AND SUCH FUNDS SHALL BE HELD IN TRUST FOR THE BENEFIT OF BFS.
- 5. Any waiver or non-enforcement by BFS of a breach, default, or term under this Agreement shall not be deemed a waiver of any subsequent breach, default, or enforcement of such term. Any waiver shall be reduced to writing. Any invalid provision herein shall be reformed to the degree necessary to make it enforceable to the maximum extent of the law.
- 6. BFS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY, OF ANY GOODS. APPLICANT HEREBY WAIVES ALL OTHER REMEDIES, AND IN NO EVENT SHALL BFS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY APPLICANT OR ANY OTHER PARTY FOR LOST PROFIT, SALES, LABOR, INJURY TO PERSON OR PROPERTY, OR ANY OTHER LOSS. BFS MAY DELIVER CERTAIN THIRD-PARTY MANUFACTURER WARRANTIES TO APPLICANT, BUT BFS SHALL HAVE NO LIABILITY UNDER SUCH WARRANTIES.
- 7. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings regarding the sale of Materials by BFS to Applicant. This Agreement, the entire relationship of the parties hereto, and any litigation (whether grounded in contract, tort, statute, law, or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the state where the Materials were delivered. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. Without limitation of the foregoing, the terms hereof shall not be modified, amended, or added to by the terms of any purchase order or similar document submitted by Applicant to BFS. This Agreement contemplates multiple sales of Materials for incorporation by Applicant into one or more improvements located on one or more subdivided or otherwise legally distinct lots, units, or parcels of real property. Applicant agrees that, on the basis of information provided by Applicant, BFS may designate on the invoice for all Materials the lot, unit, or parcel into which the Materials were to be incorporated and that such designation, in BFS's sole discretion, shall be conclusive and binding as to the use of such Materials unless Applicant provides to BFS in writing a correction of such designation within fifteen (15) calendar days from the date of such invoice. Applicant further agrees that all sales designated as aforesaid to a particular lot, unit, or parcel, from the first sale to the last sale, shall be deemed to be a part of one supply contract applicable to such lot, unit, or parcel for purposes only of determining any time requirements applicable to enforcement by BFS of any lien or collection rights against such lot, unit, or parcel or other rights of collection for such sales.
- 8. In the absence of a default under the payment terms set forth herein, all payments on Applicant's account shall be applied as specified by the Applicant's written instructions. In the absence of any such direction, payment shall be applied as follows: (a) first to any accrued and unpaid interest, and (b) to any other amount then due, oldest to newest. After a payment default has occurred and is continuing, payments may be applied by BFS to amounts owed in such order as BFS shall determine, in its sole discretion. In the event of a payment default and to the extent allowed by applicable law, BFS reserves the right to offset any amounts owed to it from Applicant against any amounts BFS owes to Applicant. In order to defray the cost of Applicant account administration, any credit balance or other sum owed to applicant which remains unclaimed by Applicant for a period of 12 months will become property of BFS.
- 9. By signing this Agreement, Applicant consents to do business electronically and has the necessary software to access the document electronically. To access this document electronically, Applicant must have Internet access, an Internet browser, and email access. Applicant may withdraw consent to do business electronically at any time. However, all terms and conditions in the Agreement shall remain in effect and be fully enforceable by BFS in a court of law or otherwise. If Applicant withdraws consent to do business electronically but desires to continue doing business with BFS, Applicant shall be required to sign a paper copy of the Credit Application and mail such copy to BFS at 2001 Bryan St., Ste 1600, Dallas, TX 75201, Attn: VP of Credit. Applicant acknowledges that BFS may request to have the electronic document made available on paper or in non- electronic form.

Each person signing this document, individually and/or on behalf of Applicant, if a separate legal entity, represents and warrants that he or she has full power, right, and authority to bind Applicant hereunder and that the information provided above is true and complete and acknowledges receipt of a copy hereof. Photocopied or telecopied signatures hereon have the full force and effect of original signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. We hereby authorize BFS to obtain information from all financial institutions and business entities of which BFS may from time to time make inquiry to provide to BFS such financial and trade information as BFS deems necessary and appropriate to make credit decisions. APPLICANT ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS CREDIT APPLICATION AND AGREEMENT. APPLICANT ACKNOWLEDGES BY SIGNATURE BELOW THAT APPLICANT HAS READ AND ACCEPTED ALL THE TERMS AND CONDITIONS HEREIN. ORIGINAL SIGNATURE REQUIRED - DIGITAL SIGNATURES ARE NOT ACCEPTED.

Applicant Signature: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZATION FOR PERSONAL CREDIT REPORT**

For the purpose of procuring, establishing and maintaining credit for the Applicant, I/We; the undersigned, hereby authorize BFS from time to time to investigate my/our personal credit worthiness including, but not limited to, obtaining and reviewing my/our personal credit report(s), and further authorize any and all suppliers, banks, savings and loans and/or other financial institutions to furnish credit information to BFS on myself/ourselves or the Applicant.

Applicant Signature: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GUARANTY AND SURETYSHIP**

In order to induce BFS to extend credit to Applicant, I/we do hereby unconditionally guarantee the accounts of Applicant. This is a continuing guaranty and shall remain in force until revoked by me or us by notice in writing, but such revocation shall be effective only as to claims of BFS which arise out of transactions entered after its receipt of such notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of payment of such claims. Notice of renewal or extension of time is hereby waived. Each person who signs this guarantee/application can personally be held jointly or severally liable for all amounts owing without suit having been filed first.

IN WITNESS WHEREOF, and intending to be legally bound hereby, applicant has caused this document to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Guarantor Signature: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_