



Credit Application - Sales Agreement - Guaranty

Salesman Name & Number / Branch

Estimated Monthly Volume

Customer Name: _____ d/b/a _____

Mailing Address: _____ City: _____ County _____ State: _____ Zip: _____

Physical Address: _____ City: _____ County _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____ Website: _____

Corporation () Partnership () LLC () Sole Proprietor () State and Year of Formation: _____ Under Present Ownership Since: _____ Federal Tax ID: _____

Name-Address of Parent or Affiliated Companies: _____ Can you supply a current financial statement? Yes ___ No ___

Person to Contact Regarding Accounts Payable: _____ Phone _____ Fax _____ Email _____

I would like to receive invoices and statements by (check one) FAX ___ EMAIL ___ REGULAR MAIL ___ Are Purchase Order Required: Yes ___ No ___

Are purchases non-taxable? Yes ___ No ___ Sales tax will be charged unless a properly completed Sales Tax Exemption or Resale form is attached

Contractor's License #: _____ (Must Attach Copy) Type of Business _____

| All Owners-Officers-Partners Names | Title | Home Address | Social Security Number | Drivers License Number |
|------------------------------------|-------|--------------|------------------------|------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Trade References: List three (3) Supplier References with complete addresses, phone numbers and account numbers:

| Name | Address | City | State | Zip | Phone | Fax # | Acct # |
|-------|---------|-------|-------|-------|-------|-------|--------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Bank Reference (Name & Branch) _____ Address: _____

Name of Account Officer: _____ Account# _____ Phone: _____

FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENTS AND AUTHORIZES RSG TO OBTAIN AND UTILIZE A CONSUMER CREDIT REPORT AT ANY TIME AND FROM ANY SOURCE ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO EVALUATE THE CREDIT WORTHINESS OF THE CUSTOMER AND THE GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS AGREEMENT.

Individual: _____
Signature _____ Print Name _____ Social Security Number _____ Phone _____

Individual: _____
Signature _____ Print Name _____ Social Security Number _____ Phone _____

Personal Guarantee: This two page, Credit Application - Sales Agreement - Guaranty (the "Agreement") is by and between the Customer identified above, the undersigned guarantor(s) and Roofing Supply Group, LLC, its affiliates, subsidiaries, successors, and assigns (collectively "RSG"). For value received and to induce RSG to extend credit to Customer, by signing below, I am personally, jointly and severally, irrevocably, continually and unconditionally, guaranteeing the Customer's account and all obligations, indebtedness and liabilities owed by Customer to RSG now existing or arising in the future; provided, however, anything contained in this guaranty to the contrary notwithstanding, the maximum aggregate liability of Kentucky guarantors hereunder shall not exceed ten (10) million dollars. I waive all notices and demands of any kind and hereby agree to any arrangements or agreements between RSG, Customer or other guarantor, including without limitation to a change in the amount of credit extended to Customer, terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by Customer or any other guarantor, and I agree the same shall in no way reduce, impair, discharge or release my guaranty obligation. I agree RSG may enforce this guaranty against me and pursue payment from me, without having to first seek payment from, sue, or exhaust its remedies, against Customer or other guarantor. The incorporation, merger, sale, or reorganization of Customer or RSG will not terminate or affect my guaranty obligations which will continue as to credit extended to or by such other entity. This guaranty is continuing and absolute and shall continue in force until the earlier of one hundred (100) years from the date this personal guarantee was signed, or seven (7) days after written notice of termination is received and receipt is acknowledged in writing by an RSG Credit Manager, except that such termination shall not affect the liability of guarantor with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, or fees, costs, or expenses, including reasonable attorney fees, incurred with respect to, such obligations on or after such date. Venue for any dispute or litigation arising from or related to this Agreement shall be in any county where a RSG store is located from which the Customer purchased goods or conducted business with RSG. Upon demand by RSG, and in addition to Customer's indebtedness, I agree to pay all costs incurred by RSG enforcing its rights or collecting monies due under this Agreement, including filing and foreclosing liens, reasonable attorney fees, court costs, and pre and post judgment interest accruing at the lesser of 1 1/2 percent per month or the highest rate allowable by the laws of the state where the RSG store is located from which Customer purchased goods or conducted business with RSG. I warrant and represent that the information provided by me and the Customer in this Agreement is true, complete and correct and that RSG is relying upon the information provided by the Customer in this Agreement and my guaranty to determine whether to extend credit to the Customer and in what amount. I authorize RSG to obtain and check my credit and financial information at any time and from any source. If any term or provision of this Agreement is found invalid or unenforceable, such provision shall be severed out and shall not invalidate the remainder of the Agreement.

Guarantor: _____
Signature _____ Print Name _____ Social Security Number _____ Phone _____ Date _____

Guarantor: _____
Signature _____ Print Name _____ Social Security Number _____ Phone _____ Date _____



Credit Application – Sales Agreement - Guaranty

SALES AGREEMENT

This two page Credit Application - Sales Agreement - Guaranty (the “Agreement”) is by and between the Customer identified on page one, the guarantors and Roofing Supply Group, LLC, and its affiliates, subsidiaries, successors, and assigns (collectively “RSG”). Customer expressly agrees that all purchases made now and in the future from RSG shall be in accordance with the terms and conditions in this Agreement, unless otherwise agreed to in writing by RSG. The undersigned warrants and represents that he/she is authorized to enter into this Agreement on behalf of the Customer and bind the Customer in the purchase or rental of goods, materials and/or equipment from RSG.

1. Terms of sale are Net 10th prox, unless otherwise agreed to in writing by the RSG Credit Manager. Payments for materials purchased in one month are due in full by the 10th of the following month or the account is past due. Accounts not paid within 10 days from due date are in default and may be placed on COD basis until the account is paid in full. In consideration of RSG extending credit to Customer, the Customer promises full and prompt payment of all indebtedness, obligations and liabilities of every kind, present and future, incurred by the Customer for good, products or services purchased or rented from RSG. If Customer’s account is referred to an attorney or collection agency, Customer agrees to pay upon demand from RSG, all costs of collection, including reasonable attorney fees, court costs, costs incurred perfecting and foreclosing liens, and pre and post judgment interest, which will accrue at the lesser of 1 ½ percent per month or the highest rate allowable by the laws of the state where the RSG store is located from which Customer purchased goods or conducted business with RSG. Finance Charges on past due accounts will be assessed at the lesser of 1 ½ percent per month (APR of 18%) or the highest rate permitted by the laws of the state where the RSG store is located from which Customer purchased goods or conducted business with RSG. Returnable items may be subject to a 25% restocking fee. Payments should be made at or sent to the address of the RSG store provided on the invoice sent by RSG to Customer unless RSG instructs the Customer in writing to do otherwise. If Customer pays with a check, Customer authorizes RSG to convert Customer’s check to an Electronic Funds Transfer (EFT). If Customer’s EFT is returned unpaid for any reason, Customer agrees to pay a fee, the lesser of \$35.00 or the highest amount allowed by the applicable law.

2. Customer and its owners, officers and principals warrant and represent that the information provided by Customer in this Agreement is true, complete and correct; and acknowledge that RSG is relying upon this information to determine whether to extend credit to Customer and in what amount. Customer authorizes RSG to obtain and use credit reports and/or other credit information on Customer, its owners, officers and principals. RSG shall not be required to extend credit or be bound by the credit limits granted or set by a different RSG store to Customer and each RSG store may extend credit to Customer as each store deems appropriate. Upon request by RSG, Customer agrees to timely cooperate and supply additional information to RSG to warrant future extensions of credit to Customer or to assist RSG in perfecting lien or bond claims. RSG and Customer agree that Customer is not a “consumer” under State and Federal Law and all extensions of credit are for business purposes only. The Customer agrees it has a continuing duty and will inform RSG immediately in writing by certified mail return receipt requested of any changes to the information provided by Customer in this Agreement.

3. RSG SELLS ALL PRODUCTS TO CUSTOMER “AS IS, WHERE IS”. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT RSG DOES NOT MANUFACTURE THE PRODUCTS IT SELLS AND THEREFORE, RSG MAKES NO REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, AND/OR GUARANTEES WITH RESPECT TO THE PRODUCTS IT SELLS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY IMPOSED ON RSG SHALL BE LIMITED TO THE REPLACEMENT OF THE PRODUCT AND RSG WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INJURY TO PERSONS, DAMAGE TO ANY BUILDING OR CONTENTS THEREOF, DAMAGE TO PROPERTY, DRIVEWAYS, SIDEWALKS OR LANDSCAPING, WHETHER FOR ITS SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE SO THE ABOVE EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU.

4. Venue for any dispute arising from or relating to this Agreement, goods purchased by Customer, or Customer’s relationship with RSG, shall be in any county where the RSG store is located from which the Customer purchased goods or conducted business with RSG.

5. This Agreement is the complete written expression of the parties’ agreement and supersedes any prior agreements between Customer and RSG and can only be modified in writing. The Agreement will continue until terminated by RSG or by the Customer in writing. No failure or delay by RSG to exercise any right, power or remedy shall constitute a waiver. If any term or provision of this Agreement is found invalid or unenforceable, such provision shall be severed out and shall not invalidate the remainder of the Agreement.

6. EQUAL CREDIT OPPORTUNITY ACT (ECO) - THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT’S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVENUE, NW, WASHINGTON, D.C. 20580.

By signing below, I warrant and represent that I have carefully read the terms of this Agreement.

Signature of Customer’s Authorized Officer-Owner-Principal-Agent

Print Name and Title

Date