

CAMCO ROOFING SUPPLIES INC.

All MAIL: P.O. Box 34548 Memphis TN 38184-0548.

Main Office: 6009 Resources Dr. Memphis, TN 38134

Main Office: Phone 901-372-1402

CREDIT APPLICATION

Below information is needed to evaluate and grant commercial credit. Information given Will be a material part of sales contract between us and your business. By completing this application, you are authorizing us to secure credit reports on the business and its principals from Banks, Lenders, Creditors, Credit Bureaus, any/all other sources from time to time.

All Originals must be mailed to Attention: Lanny Berry at Camco Roofing Supplies Inc. P.O. Box 34548 Memphis, TN 38184-0548. The 4 Pages may be sent to a secured confidential FAX: 901-937-7770 or email: LBERRY@CAMCOROOFING.COM to expedite processing.

Credit Applicant: _____

If using d/b/a name list name: _____

Physical address: Street, City, and Zip Code _____

Mailing address for invoices _____

Bus Phone: _____ Fax: _____ **Email:** _____

Name of person who is responsible to pay bills _____

Print name of Primary Contact to discuss business matters _____

How long operated under above name _____ Estimated Credit Line Needed \$ _____

Has the above individual or Applicant ever operated another business *or is now* operating a business under any other name? _____

Is this a Branch or Division of another Company, give name & address _____

_____ Phone _____

Is Applicant? ____A Corporation ____ Chapter S Corporation ____ LLC ____ Sole Proprietor ____ Individual

What is Federal Tax ID number? _____

Are you exempt from sales Tax? *If so you must include Copy of State Tax Exemption Certificate.*

Names of those you authorize to order materials _____

Do you require Purchase Order numbers on invoice? Yes ____ No ____ Job address? _____

Other Specific Instructions _____

Circle Best Descriptions Residential Roofer Commercial Roofer both Residential & Commercial Roofing.

Siding Contractor Sheet Metal Contractor Gutter Installer Home Remodeler General Contractor

Property Management Developer Real Estate Government Window Installer Other _____

Who are all the Principals or Owners of this business?

Name _____ **Title:** _____ **Social Security #** _____

Address/City/Zip code _____

Phone Number _____ Residence ____ Owned or ____ Rented

Name _____ **Title** _____ **Social Security #** _____

Address/City/Zip code _____

Phone Number _____ Residence ____ Owned or ____ Rented

Name: _____ **Title** _____ **Social Security #** _____

Address/City/Zip code _____

Phone Number _____ Residence: ____ Owned or ____ Rented

Commercial Credit Grantor References

**** We ask that you Enclose copies of your current supplier's most recent invoices or Statements instead of completing below reference listings. (This will speed processing).**

Your Bank Name _____ **Contact** _____

Phone _____ Type Account _____ Account # _____

Name _____ **Account #** _____

Address/city/State/Zip _____

Contact: _____ Phone number _____ Fax _____

Name _____ **Account #** _____

Address/City/State/Zip _____

Contact: _____ Phone number: _____ Fax _____

Name _____ **Account #** _____

Address/City/State/Zip _____

Contact: _____ Phone number: _____ Fax: _____

Has the Credit Applicant or ever been a debtor in bankruptcy? Yes ___ No ___

If so, under what name? _____

Have any Principals in this business in or have been a debtor in Bankruptcy? Yes ___ No ___

If so, who and when? _____

Do Credit Applicant or and/or Principals have any legal actions pending against them? Yes ___ No ___

If so, please explain or attached details on a separate sheet.

Do you have Workmen's Compensation? Yes ___ No ___ **General Liability Insurance?** Yes ___ No ___

THE SALES CONTRACT

Undersigned warrants, certifies statements/information given in this Credit Application are true and correct, that such is a material condition for extending credit. That the undersigned person executing this Agreement is authorized to offer this credit application and is authorized to accept on behalf of applicant of below Terms and Conditions of Sales. That all purchases are made with full acceptance of these Terms.

Signature _____ Title _____ Date _____

Print name _____ *Please make a copy for your files*

TERMS AND CONDITIONS OF SALES

- 1. Purchaser authorizes deliveries to be made without signature.** Purchaser specifically agrees to accept Our documentation as proof of delivery. Purchaser specifically agrees and accepts sole responsibility for loss after delivery and agrees to indemnify seller against all claims or losses of material after delivery.
- 2. Purchaser agrees to be responsible to verify materials to be correct prior to installation**
That are delivered to jobsites or picked by themselves, their agents, or installers, or clients.
- 3. Materials Warranty:** Materials sold as in first class original condition as supplied by Manufacturers. Purchaser agrees to waive all claims of any nature before or after sale, or use of any type, either express, or implied, as to purpose, utility, safety, hand ability, life span, color, past, present or future potential Hazards. **That any and all warranties, if any, are only that available from Materials Manufacturer.**
- 4. Pricing and delivery Costs for materials are priced at time of sale or order place date.** Prices and delivery Charges are always subject to change at any time without notice, unless otherwise specified in writing by CAMCO.
- 5. Return Credit/Refunds, if given, shall be only for regular stocked items** in original unopened packaging, in dry First-class resale condition **Non-stock / Special ordered materials are not accepted for credit or refunds.** Returns may be subject to restocking charges of 20% . Our pickups of materials will be subject to a pickup charge, plus restock fees. Returns of stock items may not be accepted for credit or refunds after 30 days of purchase date.
- 6. Purchaser agrees to pay all invoices by the payment date shown and stated on each invoice.** Normal Terms are Net 30 Days. ***Unless your payments specifically identify invoices to be paid, all payments will be applied:*** (1) first to pay any accrued service finance charges, (2) the remainder of payment shall be applied **against** the oldest unpaid invoice(s) or unpaid balance (s). Credit restrictions may be placed on any past due account without notice. Title and rights to reclaim materials remains with seller until paid in full
- 7. Purchaser agrees to pay Service Charges of 1-1/2 % per month (18 % APR per annum) on balances that that become 30 days past due.** Such charge will appear on your account and on your statements as due.
- 8. Purchaser agrees to immediately examine all invoices and immediately notify CAMCO by certified mail Of any disputes or claims...Failure to notify within 10 days shall constitute a waiver of all disputes or claims.**
- 9. If account becomes past due Purchaser agrees to pay all costs necessary to secure payment(s)** including property title searches, lien costs, legal filing fees, collection agencies fees, **reasonable** attorney fees, court costs, plus, interest at 18% per annum from date of invoice, plus any other incurred expenses incurred to secure payment.
- 10. Liens or Non-Payment Notices may be effected any time after any sales invoice becomes past due over 30 days.** *(If State Laws require a Notice of Lien or Payment Right Reservations prior to delivery, we may deliver or file such notice with delivery or before delivery)*
- 11. On Direct Factory shipment or Jobsite Shipments purchaser agrees to** (1) Unload trucks within 2 hours of arrival to avoid demurrage charges (2) To note any shortages or damages to materials on Carrier's dray bill, have Driver sign, then provide a copy immediately to CAMCO. If not done purchaser waives all claims for such loss. That CAMCO cannot be responsible for any loss caused by any delays by Shipper or Common Carrier deliveries.
- 12. All parties specifically agree voluntarily to waive all rights to jury trials** in any suits, actions, claims, proceedings, debts, or counterclaims under this contract or related sales contracts between parties.

PERSONAL GUARANTY AGREEMENT

In consideration of extension of credit by CAMCO ROOFING SUPPLIES, INC. (CAMCO) P.O.Box 34548, Memphis, TN 38184-0548, the undersigned does hereby unconditionally guarantee payment of whatever amount of credit applicant shall at any time be now existing or hereafter arising to on account of goods and material hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewal or extensions granted by the CAMCO, without obtaining any consent thereto, and until expressly revoked by written notice from me to you by certified mail and any such revocation shall not in any manner affect my liability as to any indebtedness contracted prior to receipt of notice.

The undersigned Guarantor(s) further agrees to pay all related lien costs, collection expenses, including court cost, reasonable attorney fees, interest at the annual rate of 18%, plus any collection agency fees/costs incurred by the Company in the collection of any or all amounts owed by them by the Credit Applicant or in enforcing this guaranty agreement. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by CAMCO ROOFING SUPPLIES, INC.

All diligence in collection, protection, all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence any and all guaranteed debts and any and all extensions of credit and indulgence hereunder, are expressly waived.

That parties knowingly, voluntarily and specifically waive any right to a trial by Jury in any suit, action, claim, proceeding or counterclaims concerning this agreement, or in any suit, proceeding, claims or counterclaims related in any manner to any material supplied, and specifically agree all matters or issues shall be tried only before a Judge. This provision is a material inducement for CAMCO ROOFING SUPPLIES, INC to enter into this agreement.

The liability of the undersigned Guarantor shall be joint and several. Payment from the Guarantor(s) of monies due and owing as a result of this guaranty agreement shall be due upon demand by CAMCO ROOFING SUPPLIES, INC.

Permission is hereby granted to investigate my credit standing or history with any firm, bank, credit bureau, consumer credit bureau, or persons from time-to-time.

BUSINESS Name: _____ **Date** _____

Address/City/State/Zip _____

Business Phone _____ Fax _____ Email _____

GUARANTOR SIGNATURE _____

Print Name _____ Social Security # _____ - _____ - _____

Address _____ City/State/Zip Code _____

Work Phone _____ Home Phone _____ Cell Phone: _____

GUARANTOR SIGNATURE _____

Print Name _____ Social Security # _____ - _____ - _____

Address _____ City/State/Zip Code _____

Work Phone _____ Home Phone _____ Cell Phone _____

The above parties being known to me, having been duly sworn before me, acknowledge their signature (s).

Notary Public