



# Roofing Supply

A Division of SRS Acquisition Corporation

## CREDIT APPLICATION AND AGREEMENT

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE / ZIP \_\_\_\_\_

PHONE NO: \_\_\_\_\_ CELL/MOBILE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE  YES (IF YES, PLEASE INCLUDE SIGNED CERTIFICATE OR COPY)  NO

PO REQUIRED: YES  NO  TYPE OF ENTITY: CORP.  PARTNERSHIP  PROPRIETORSHIP  INDIVIDUAL  LL  YRS EST. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ ASSOCIATED COMP. / FORMER BUSINESS: \_\_\_\_\_

OFFICERS / PARTNERS / OWNERS:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ HOME PHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME \_\_\_\_\_ CITY \_\_\_\_\_ STATE / ZIP \_\_\_\_\_ TITLE \_\_\_\_\_ HOME PHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTROLLER- A/P CONTACT \_\_\_\_\_ CITY \_\_\_\_\_ STATE / ZIP \_\_\_\_\_ EST. MONTHLY REQUIREMENTS IN DOLLARS \$ \_\_\_\_\_

BUSINESS OR TRADE REFERENCES

1. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

BANK NAME \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

OFFICER NAME: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

The Customer identified above hereby applies for open account credit from SRS Acquisition Corporation, (Seller). The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize SRS Acquisition Corporation to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Payment terms on all invoices are 1% 10<sup>th</sup> Prox Net 30<sup>th</sup>. COD restrictions may be placed on any past due account. A service charge of one-and-one-half percent (1-1/2%) per month or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to exceed, at any time, the highest rate of interest legally allowed. All amounts due for purchases from SRS Acquisition Corporation are payable at 1515 Heritage Drive; Suite 103; McKinney, TX 75069. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of SRS Acquisition Corporation and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether or not suit is filed. I/We understand that we must notify SRS Acquisition Corporation in writing and by certified mail of any change in ownership the name of the business or structure of the business under which credit is established. The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions:

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_



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### CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with SRS Acquisition Corporation, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by SRS Acquisition Corporation as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

_____	_____	_____
Individual Signature	Printed Name	Date
_____	_____	_____
Individual Signature	Printed Name	Date

### AUTHORIZATION TO RELEASE BANK INFORMATION

I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company's credit from time-to-time.

_____	_____	_____
Company	Signature/Title	Date

### PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by SRS Acquisition Corporation to \_\_\_\_\_ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to SRS Acquisition Corporation the full and prompt payment by \_\_\_\_\_, of all obligations which Guarantor presently or hereafter may have to SRS Acquisition Corporation. Guarantor agrees to indemnify SRS Acquisition Corporation against any losses SRS Acquisition Corporation may sustain and expenses SRS Acquisition Corporation may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to SRS Acquisition Corporation written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

_____	_____	_____
Signature of Guarantor	Guarantor's Printed Name	Date
_____	_____	_____
Signature of Guarantor	Guarantor's Printed Name	Date

\_\_\_\_\_  
Witness

Alternative Dispute Resolution Provisions: At the option of the Seller, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.

The Federal Equal Opportunity Act (EOA) 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 creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

Stoneway Roofing Supply – Territory Manager/Branch

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## STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. Any order or statement of intent to purchase any merchandise and/or services from SRS Acquisition Corporation, herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such of such merchandise and/or services; shall constitute assent to said terms and conditions. If a subsidiary, business unit or assumed name of SRS Acquisition Corporation is identified on the face of the Credit Application and/or Picking Ticket, then SRS Acquisition Corporation means that subsidiary, or business unit. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. We do not assume any responsibility or liability under contracts, agreements or covenants between the purchaser and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacturer or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of merchandise and/or services furnished hereunder, Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertains to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing is subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control, or (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost be reason of delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The forgoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management.
11. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
12. Authorized Purchasers: Unless you notify us in writing to the contrary prior to making a purchase, you hereby represent and warrant that any employee or agent action on your behalf shall be deemed to be authorized by you and SRS Acquisition Corporation may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
13. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as SRS Acquisition Corporation may determine in its sole discretion.
14. Pursuant to Federal Communication Commission (FCC) Regulations, 68 Fed. Reg. 44167-70 (July 25, 2003) to be codified at 47>F>R>64.1200(a) (3), regarding unsolicited fax. I authorize SRS Acquisition Corporation and hereby consent to receive fax information from SRS Acquisition Corporation that may include, but is not limited to, credit account billing information, flyers, market update information, sales promotions, price sheets, product specifications, and other materials information.