

CREDIT APPLICATION

BRADCO SUPPLY CORP. (BSC) or any of its divisions, affiliates or subsidiaries

BRANCH LOCATION _____

Business Name: _____

DATE _____

YEARS IN BUSINESS _____

TYPE OF BUSINESS _____

() CORPORATION () PARTNERSHIP () PROPRIETOR

INTERNET OR E MAIL ADDRESS _____

TELEPHONE # _____ FAX # _____

PRINCIPALS NAMES AND HOME ADDRESSES:

NAME _____ NAME _____ NAME _____

ADDRESS _____ ADDRESS _____ ADDRESS _____

TEL. # _____ () OWN () RENT TEL. # _____ () OWN () RENT TEL. # _____ () OWN () RENT

MARKET VALUE _____ MARKET VALUE _____ MARKET VALUE _____

MORTGAGE BALANCE _____ MORTGAGE BALANCE _____ MORTGAGE BALANCE _____

MORTGAGE CO. _____ MORTGAGE CO. _____ MORTGAGE CO. _____

SOCIAL SECURITY NO. _____ SOCIAL SECURITY NO. _____ SOCIAL SECURITY NO. _____

SPOUSE'S NAME _____ SPOUSE'S NAME _____ SPOUSE'S NAME _____

BANK REFERENCES

VALUE OF APPLICANT'S BUSINESS AS OF _____

BANK NAME _____ BANK NAME _____ TOTAL ASSETTS _____

ADDRESS _____ ADDRESS _____ TOTAL LIABILITIES _____

ACCT. NO. _____ ACCT. NO. _____ CAPITAL & NET WORTH _____

TRADE REFERENCES: (SUPPLIERS ONLY)

1. NAME _____ ADDRESS _____ 2. NAME _____ ADDRESS _____ 3. NAME _____ ADDRESS _____

TEL. NO _____ TEL. NO _____ TEL. NO _____

TERMS AND CONDITIONS OF SALE AND RELATED FINANCIAL TERMS INCLUDING PERSONAL GUARANTY

1. Payment terms: 1% 10TH Prox. Net E.O.M. -ONLY CERTAIN PRODUCTS ARE ELIGIBLE FOR DISCOUNT AND SUCH PRODUCTS WILL APPEAR WITH THE SYMBOL " * " ON DELIVERY TICKETS AND INVOICES. PRODUCTS WITHOUT THE FOREGOING SYMBOL ARE NOT ELIGIBLE FOR ANY DISCOUNT. The discount rate shall be subject to change as announced by the seller from time to time. Applicant accepts and agrees to the terms and conditions on the reverse side pages 2 and 3 terms and conditions of sale on the Application. Buyer shall pay each invoice in accordance with the payment terms with or without buyer's signature on shipping documents. Fax or photocopies may be deemed to be the equivalent of originals, including signatures. Balance on past due accounts shall be subject to payment of interest at the rate of 1.50% per month or the maximum amount permitted by applicable law after 60 days from initial invoice date. In the event the services of a collection agency or an attorney becomes necessary to secure payment of this account or any invoice or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith any such collection or attorney fees and costs, which in any event shall be at least 25% of any amount so due by buyer or the maximum amount permitted by applicable law. The undersigned also expressly consents to venue in any county where BSC conducts business including but not limited to, any county where BSC has a branch office and undersigned waives venue rights it otherwise may have as fully as allowed by applicable laws

SEE REVERSE SIDE PAGES 2 AND 3 TERMS AND CONDITIONS OF SALE, PARAGRAPHS 1A THROUGH 21.

I/we represent that I/we have read and understand all of the terms and conditions of sale as listed above and on the reverse side of this application and that I/we are authorized to accept these terms and conditions of sale for Applicant and that all facts contained herein are truthful to the best of our knowledge and all goods charged to this account will be for commercial use with the intent to earn profit. Buyer represents and warrants that buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act or any other consumer credit law. I/we understand that if Applicant is granted credit, in consideration of the foregoing terms and for value received, I/we (severally and jointly) guarantee the payment for all purchases by the Applicant and the payments of all sums to become due hereunder for all additional purchases. The undersigned waive(s) notice of acceptance of this guaranty and notice of any default by said Applicant. This shall be a continuing guaranty and shall remain in full force and shall be binding upon guarantor and guarantor's heirs, executors, administrators and assigns and shall not be affected by any extension of time, payments, increased credit limit, the taking or releasing of any note, obligation or security for Buyer's indebtedness, modifications, or additions to this agreement with or without consent of the guarantor. This guaranty shall be for the benefit of Bradco Supply Corp., any of its affiliated corporations to which I/we may be indebted and its and their respective successors and assigns. A corporate title after my/our signature(s) is not intended to negate my/our guaranty.

Applicant/Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports requested by Bradco Supply Corp.

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Salesman No. _____ Price level _____ Customer Type _____ Date _____ Approved by _____

TERMS AND CONDITIONS CONTINUED

- 1A. In this Bradco Supply Corporation Contractor-Commercial Credit Account Agreement (“Agreement”), the words, “you” and “your” mean each person, company, corporation or partnership whose application for the Bradco Supply Corporation Commercial Credit Account (“Account”) covered by this Application has been accepted. The words “Bradco”, “BSC”, “we”, “us” and “our” means Bradco Supply Corporation, and any of it’s divisions, affiliates or subsidiaries.
2. Account for Commercial Purposes Only: This Account, and any sub-Accounts, designated with our prior approval, for any of your offices or divisions, will be opened in the name of the business identified for that purpose in the application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree not to use this Account to purchase goods and /or services for personal, family or household purposes. You understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer pursuant to certain applicable federal and state laws will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this commercial use agreement, and you agree that a breach by you of the provisions of this Paragraph 2 will not affect our right to enforce your promise to pay for the credit extended to you including related charges or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.
3. Contract Payment: You agree to make payment in full each month for all materials purchased on this account on or before the Due Date shown on the monthly statement (amount shown in the box as “PLEASE PAY _____: DUE DATE _____” on the front of the statement.
4. 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 BSC may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
5. Purchase Orders: You agree to accept our descriptive billing system accounting for all purchases on the Account and understand that purchase order numbers will be accepted when available. The presence or lack of a purchase order number in no way affects your responsibility to pay amounts due on this Account. Our invoice number will be the reference number used for billing purposes to identify purchases and transactions of goods and /or services.
6. **ALL GOODS ARE SOLD “AS IS”;** HOWEVER, GOODS WILL BE ACCEPTED FOR RETURN IF THEY ARE UNUSED, IN RESALABLE CONDITION, AND CURRENT PRODUCTION ITEMS, BUT IN NO EVENT WILL GOODS BE ACCEPTED FOR RETURN ON SPECIAL ORDERS, OR ON RETURNS AFTER TEN (10) DAYS FROM THE DATE OF DELIVERY. A 20% HANDLING AND BOOKKEEPING CHARGE WILL BE MADE ON ALL RETURNS.
7. THE BUYER ACKNOWLEDGES THAT THE SELLER RETAINS THE ABSOLUTE RIGHT TO LIMIT THE AMOUNT OF CREDIT OR REFUSE FURTHER CREDIT TO THE BUYER AT ANY TIME OR TO REQUIRE PAYMENT IN FULL AS A CONDITION OF SHIPMENT. SELLER SHALL NOT BE REQUIRED TO PROCEED WITH PERFORMANCE OF THIS CONTRACT WHILE BUYER IS IN DEFAULT UNDER THIS OR ANY OTHER CONTRACT WITH SELLER OR UPON THE SUSPENSION OF BUSINESS OR INSOLVENCY OR LIQUIDATION OF BUYER. EACH DELIVERY HEREUNDER SHALL CONSTITUTE A SEPARATE CONTRACT AND PLACEMENT OF THIS ORDER SHALL BE DEEMED BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER BUYER HAS RECEIVED AN ACKNOWLEDGEMENT OF THIS ORDER FROM SELLER AT THE TIME OF THE ORDER. ANY ADDITIONAL ORDER OF THE GOODS SOLD HEREUNDER WHETHER SUCH ORDER RESULTS FROM SHORTAGES DUE TO BUYER’S ERROR OR FAULT, OR REPLACEMENTS OR ADDITIONS REQUIRED BY BUYER SHALL CONSTITUTE SEPARATE CONTRACTS FOR WHICH BUYER SHALL BE OBLIGATED AND SELLER MAY RECOVER FOR EACH SUCH SHIPMENT AS A SEPARATE TRANSACTION WITHOUT REFERENCE TO OTHER SHIPMENTS. THESE TERMS ARE THE SOLE CONTRACT BETWEEN SELLER AND BUYER AND NO CHANGE OF THE TERMS HEREOF SHALL BE EFFECTED BY THE ACKNOWLEDGEMENT OR ACCEPTANCE BY SELLER OF ANY PURCHASE ORDER OR OTHER FORM SUBMITTED BY BUYER CONTAINING ADDITIONAL OR DIFFERENT TERMS. COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL NOT SUPPLEMENT, VARY OR EXPLAIN THESE TERMS. THE FOREGOING SHALL NOT AFFECT ANY OTHER CONDITIONS OR AGREEMENTS SELLER MAY REQUIRE BUYER TO SIGN IN ORDER TO CONSIDER OR PERMIT THE SALE OF MATERIALS TO BUYER AND THESE TERMS WILL SUPPLEMENT SUCH OTHER CONDITIONS OR AGREEMENTS.
8. **AS TO ANY GOODS SOLD HEREUNDER, THE SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER IS MAKING THIS PURCHASE BASED UPON BUYER’S SPECIFICATIONS TO SELLER OF THE GOODS REQUIRED BY BUYER AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF SELLER AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.**
9. **AS TO ANY GOODS SOLD HEREUNDER, THE BUYER RELEASES SELLER FROM ANY LIABILITY HEREUNDER FOR PERSONAL INJURIES, KNOWN OR UNKNOWN, AND DAMAGE TO PROPERTY REAL OR PERSONAL, CAUSED BY OR ARISING FROM THE GOODS SOLD HEREUNDER AND AGREES NOT TO SUE SELLER UNDER ANY THEORY OF STRICT LIABILITY IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE FOR ANY CLAIM OR DEMAND FOR PERSONAL INJURIES AND PROPERTY DAMAGE WHICH IN ANY MANNER ARISES OUT OF THE SALE, USE, APPLICATION, TRANSPORTATION OR OTHERWISE OF THE GOODS SOLD HEREUNDER. THE FOREGOING DISCLAIMERS OF WARRANTY AND DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE BUYER AND ANY SUCCESSORS IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS.**
10. BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ANY AND ALL PROPERTY DAMAGES OR PERSONAL INJURY CLAIMS, AWARDS OR JUDGMENTS INCLUDING ALL FINES, PENALTIES AND ATTORNEYS’ FEES OF ANY KIND ARISING FROM SELLER’S SALE AND/OR DELIVERY OF THE GOODS UNDER THIS CONTRACT.
11. ALL SPECIAL ORDERS ARE NOT CANCELABLE UPON ACCEPTANCE BY SELLER. SELLER PRIOR TO ACCEPTANCE OF ANY SPECIAL ORDER, MAY REQUIRE A DEPOSIT FROM BUYER IN SUCH AMOUNTS AS SELLER DEEMS APPROPRIATE. DUE TO THE NATURE OF SPECIAL ORDERS AND DIFFICULTY IN FIXING ACTUAL DAMAGES TO SELLER IF BUYER SHOULD ATTEMPT TO CANCEL A SPECIAL ORDER THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES IF BUYER ATTEMPTS TO CANCEL SUCH SPECIAL ORDER AFTER ACCEPTANCE BY SELLER.
- 12.. **SELLER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN DELIVERING OR FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES . IN ADDITION TO THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR, WITHOUT LIMITATION, DAMAGE TO DRIVEWAYS, SIDEWALKS, WALKWAYS, LAWNS, SPRINKLER SYSTEMS, GARDENS, SEPTIC SYSTEMS, DRAIN FIELDS, SHRUBBERY, FLOWER BEDS, AND ANY OTHER STRUCTURES, BUILDINGS, OR PORTIONS THEREOF, AS A RESULT OF ROOFTOP OR ON THE JOB DELIVERIES.**

TERMS AND CONDITIONS CONTINUED

13. RISK OF LOSS TO ALL GOODS SOLD SHALL PASS TO BUYER UPON DELIVERY TO CARRIER AT POINT OF SHIPMENT WHETHER OR NOT SELLER PAYS ANY PART OF THE FREIGHT UNLESS SUCH MATERIALS ARE DELIVERED BY SELLER'S TRUCKS, IN WHICH CASE, RISK OF LOSS IN SUCH MATERIALS SHALL REMAIN AND BE IN SELLER AND SHALL PASS TO BUYER UPON DELIVERY TO BUYER AT BUYER'S DESTINATION POINT. IF BUYER REQUIRES A MEANS OF TRANSPORTATION OTHER THAN THAT SELECTED BY SELLER, THEN ANY EXTRA COST INCURRED BY REASON OF USING OTHER MEANS SHALL BE PAID BY BUYER. SELLER SHALL RETAIN A PURCHASE MONEY SECURITY INTEREST IN ALL GOODS UNTIL SAME ARE PAID IN FULL BY BUYER. ON SELLER'S REQUEST, BUYER SHALL EXECUTE ANY DOCUMENTS REQUIRED BY SELLER TO PERFECT SUCH SECURITY INTEREST IN THE GOODS AND WHERE PERMITTED, BUYER HEREBY AUTHORIZES SELLER TO SIGN AND FILE, WITHOUT BUYER SIGNING, FINANCING STATEMENTS TO PERFECT SELLER'S PURCHASE MONEY SECURITY INTEREST. ON DEMAND, BUYER SHALL PAY TO SELLER ANY EXPENSES OF PREPARING AND FILING OF SUCH STATEMENTS.
14. Default: It is agreed that you will be in default if any of the following shall occur: (1) if you do not pay the balance when due, (that is, the amount shown due on any billing statement), (2) if you breach any other terms of this Agreement, (3) if there has been a material misrepresentation or misstatement of fact in the financial statement(s) or other documents provided to BSC in connection with the establishment of this Account, (4) if you (if an individual of sole proprietorship) should die or if you are a corporation then if a shareholder owning fifty percent (50%) or more of the outstanding shares of common stock should die, (5) if you become insolvent, (6) if a petition should be filed or any other proceeding be initiated under the Federal Bankruptcy Code or any state insolvency statute by or against you, (7) if a receiver should be appointed or writ or order of attachments, levy or garnishment should be issued against you or any of your property, assets or income or , (8) if BSC should consider itself or any indebtedness due hereunder unsafe or not completely secure, or if BSC should, in good faith, consider your prospects of repayment hereunder impaired. In any such event, BSC may demand the entire balance to be paid immediately, terminate the account and, as provided by law, commence any legal action for collection of the balance due. BSC may also pursue any other legal action deemed necessary or appropriate with respect to the Account. You agree that BSC may at its option, pursue to judgment and collection a separate action or actions for the account or accounts at each BSC store. You agree to pay all cost of collection, including attorney's fees and costs, as provided for herein.
15. Finance Charges, Assessments and Other Charges: All amounts shown on your monthly statement are due in full on the "Due Date" (date shown on the monthly statement). If BSC does not receive the amount due within five (5) days of the Due Date, your account is past due and in default. In such event, BSC may require the payment in full of your Account and may terminate the Account. A FINANCE CHARGE ON PAST DUE AMOUNTS WILL BE 1.50% PER MONTH AND 18% ANNUALLY. SUBJECT, HOWEVER, TO THE MAXIMUM COMMERCIAL RATE ALLOWABLE UNDER GOVERNING STATE LAW AT THE TIME THE CHARGE IS MADE. Neither failure nor delay on the part of BSC to exercise any right, power, or privilege hereunder shall operate as a wavier thereof, nor shall any single or partial exercise of any power, right, or privilege hereunder preclude any other or further exercise of any other right, power or privilege.
16. 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 BSC may determine in its sole discretion.
17. Credit Line: Credit Authorization: It is agreed that BSC may establish a credit line for your convenience and that BSC may from time to time change the limit of your line of credit in BSC's sole discretion. Some purchases will require our prior authorization and you may be asked to provide identification. We will not be liable to you as a result of either of the events taking place.
18. Waiver: No claim, right or remedy of BSC arising under this Agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing, and is signed by an officer of BSC.
19. Severability: Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity of enforcement of the offending term or provision in any other jurisdiction.
20. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE IN WHICH THE SELLER'S LOCATION HAS RECEIVED THE ORDER FOR PURCHASE OF THE GOODS.
21. BUYER, BY PLACING ITS ORDER WITH SELLER, REPRESENTS AND WARRANTS THAT BUYER IS FAMILIAR WITH AND IN COMPLIANCE WITH ALL LAWS AND REGULATIONS APPLICABLE TO ITS WORK THERE, INCLUDING ALL OSHA RULES AND REGULATIONS, WITH SPECIFIC REFERENCE TO THE SAFETY STANDARDS FOR FALL PROTECTION IN THE CONSTRUCTION INDUSTRY (29CFR PARTS 1910 AND 1926), APPLICABLE TO ITS EMPLOYEES AND ALL RELATED ACTIVITIES AT THE SITE. BUYER FURTHER REPRESENTS THAT ALL OF ITS EMPLOYEES HAVE RECEIVED TRAINING IN AND UNDERSTAND THE REQUIREMENTS OF THE OSHA FALL PROTECTION REGULATIONS.

ADDITIONAL INFORMATION

Please provide additional information if applicable.

Cell Phone # _____

Purchase Orders Required? _____ Yes _____ No

Accounts Payable Contact _____
Name _____ Number _____

Contractor's State License Number _____

Tax Exempt Number _____ If applicable, Tax Exempt Certificate must be attached.

BUILDER ACCOUNTS

Operation: () Speculation _____ % () Contract _____ %

Buildings Per Year () Homes # _____ () Commercial # _____ () Garages _____ () Other _____

ADDITIONAL FINANCIAL INFORMATION

Please attach most recent year end financial statement or complete the following and sign where indicated:

Financial Statement for the _____ Month Period Ending _____

ASSETS

LIABILITIES

Cash _____

Accounts Payable _____

Accounts Receivable _____

Note Payable _____

Inventory _____

Current Due of
Long Term Debt _____

Prepaid Expenses _____

Accrued Expenses _____

Costs & Estimated Earn
In Excess of Billings _____

Billings in Excess of
Costs & Estimated Earn _____

Other Current Assets _____

Other Current Liabilities _____

Total Current Assets _____

Total Current Liabilities _____

Property & Land _____

Long Term Debt _____

Equipment _____

Total Liabilities _____

Other _____

STOCKHOLDERS EQUITY

Total Assets _____

Common Stock _____

Submitted By: _____

Paid in Capital _____

x _____

Retained Earnings _____

Signature

Total Stockholders Equity _____

Please Print Name

Total Liabilities
And Stockholders Equity _____