

THE ROOF SUPPLY

Credit Application

Business Name & Phone

Your Company Legal Name
Doing Business As (DBA)
Who Is Your Salesperson?

Billing Address & A/P Contact

Address
Address Line2
City
State
Zip
Phone
Fax Locations Near
You

Who Pays Your Bills?
Their Phone
Their Email

Street Address

Address
Address Line2
City
State
Zip

Your Company Details

Credit Line Requested
Is Your Company Tax Exempt?
How Many Years Have You Been In Business?
Entity Type
Do You Require a Purchase Order?

Owner/Officer

Name
Title
Will This Owner/Officer Provide a Personal Guaranty?
Email
Cell Phone
Address
Address Line2
City
State
Zip

Owner/Officer

Name
Title
Will This Owner/Officer Provide a Personal Guaranty?
Email
Cell Phone
Address
Address Line2
City
State
Zip

Owner/Officer

Name
Title
Will This Owner/Officer Provide a Personal Guaranty?

Email
Cell Phone

Address

Address
Address Line2
City
State
Zip

Trade Reference 1

Business Name
Phone
Fax

Trade Reference 2

Business Name
Phone
Fax

Trade Reference 3

Business Name
Phone
Fax

Bank Information

Bank Name
Account Number
Phone
Officer Name
Officer Email
Fax



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

Invoices and Statements

1. Email

2. Via Txt

Order Confirmations

1. Email

2. TXT

5. Email

Fax

Delivery Notifications / Alerts / Marketing/Order confirmation

1. Email

2. Via Txt

Terms & Conditions**Account Terms Detail**

1. The Customer identified above hereby applies for open account credit from The Roof Supply Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"). If a subsidiary, business unit, or assumed name of Seller is identified on the face of the Credit Application and/or Picking Ticket, then Seller means that subsidiary or business unit. The preceding information is for the purpose of obtaining credit and is warranted to be true. Customer hereby authorizes Seller to investigate all references and customary credit information sources, including consumer credit reporting repositories, regarding Customer's credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Terms of sale are noted on the invoice. COD restrictions may be placed on any past-due account. A service charge of 3-and-three-quarter percent (3.75%) per month or forty five percent (45%) 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 are payable to Seller at 9511 W Mississippi Ave Lakewood, CO 80226 Customer 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 Seller and that Customer expressly waives its venue rights without reference to conflicts of laws or legal principles. Customer further agrees that the amount of credit desired and approved is not a limitation of liability, and Customer expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the Customer agrees to pay all reasonable attorneys' fees and/or costs of collection whether or not a suit is filed. Customer understands that it must notify Seller in writing by certified mail of any change in ownership, the name of the business or structure of the business under which credit was established. 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 Customer and is authorized by Customer to enter into the credit application standard terms and conditions of sale.
2. All sales are expressly conditional on Customer's agreement to the standard terms and conditions of sale on this form. Any order or statement of intent to purchase any merchandise and/or services from 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 by Customer to said terms and conditions. Any different or additional terms and conditions proposed by Customer 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. Seller does not assume any responsibility or liability under contracts, agreements or covenants between the Customer and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Customer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
3. 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 Customer shall constitute a representation that Customer is solvent. If, in the judgment of Seller, the financial condition of the Customer at the time of manufacture or shipment does not justify the terms of payment specified, or Customer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Customer 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

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- hereunder, Customer grants Seller a security interest in said merchandise and/or services. Customer agrees to execute any documents or furnish information necessary to perfect this security interest. 4. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically stated in its written quotation.
5. As to merchandise delivered by Seller's truck, title passes to Customer upon delivery at the place Customer receives possession of the merchandise; and, thereafter, all risk of loss or damages shall be on Customer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Customer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Customer. Damage or shortage claims arising from direct shipments are to be made by Customer 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 pertain 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 Customer without cost to Seller.
6. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and is subject to change without notice unless otherwise specifically stated in writing. 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, (b) an act of God, act or omission of Customer, 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 by reason of delay. 7. 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 Customer 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.
8. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Customer, 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 Customer for such damages. If Seller furnishes Customer 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.
9. 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 Customer. All merchandise and/or services claimed to be defective shall be held subject to inspection by the Seller and/or the manufacturer.

10. Should shipments be held or stored beyond the delivery date for the convenience of Customer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
11. 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.
12. Orders placed by Customer may be canceled by the Customer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
13. Authorized Purchasers: Unless Customer notifies Seller in writing to the contrary prior to making a purchase, Customer hereby represents and warrants that any employee or agent action on Customer's behalf shall be deemed to be authorized by Customer and Seller may rely upon such representation, unless the written notice referred to herein is provided by Customer prior to making such purchase.
14. Payment Application: Unless Customer directs otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as Seller may determine in its sole discretion. However, all payments received after the invoice due date will be applied only at Seller's discretion and may be applied to the oldest invoices first, regardless of lien status of the delinquent invoices in question.
15. If Customer has provided a fax number above, Customer authorizes Seller to send and hereby consents to receive fax information from Seller 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.
16. If paid by credit card, no discount is available.



I have read and agree to the Standard Terms and Conditions listed above.

Application Signature & Date

Signature: _____

Date: _____