



# CREDIT APPLICATION AND SALES AGREEMENT

## APPLICANT INFORMATION

Full Legal Business Name:			
Business Street Address:		Yard:	
City, State, ZIP Code:			
Office Phone:		Form of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership (choose one) <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Cell Phone:			
Email Address:		Resale# (attach certificate):	
Contractor's License #:		Established in (Year):	
Federal Tax ID #		Do you issue P.O.s? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Business / Contractor: (choose one)		Financial Statement: <input type="checkbox"/> Attached <input type="checkbox"/> Will Forward	
<input type="checkbox"/> Roofing <input type="checkbox"/> Insulation		Est. Monthly Purchases: \$ _____	
<input type="checkbox"/> Siding <input type="checkbox"/> Drywall		Credit Line Desired: \$ _____	
<input type="checkbox"/> General Contractor <input type="checkbox"/> Other: _____		Number of Employees: _____	
<input type="checkbox"/> Building Material Dealer			
Has Applicant or any of its principals filed bankruptcy in the last 7 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant purchased from California Shingle & Shake Co. Before?		<input type="checkbox"/> Yes   If Yes, Which Yard? _____	

## OWNER/OFFICER INFORMATION

Name and Title:		Name and Title:	
Home Address:		Home Address:	
Mobile Phone:		Mobile Phone:	
Social Security #:		Social Security #:	
Driver's License #:		Driver's License #:	
Email:		Email:	

## COMMERCIAL BANK REFERENCE

Bank Name:		Bank Contact Name:	
Bank Phone/Fax:		Checking Account Number:	

## BUSINESS/TRADE REFERENCE

Company Name:		Phone/Fax:	
Street Address:		Email:	
City, State, ZIP Code:		Account #:	

## TERMS AND CONDITIONS OF CREDIT APPLICATION AND SALES AGREEMENT

This Credit Application and Agreement ("Agreement") is by and between the Applicant and its affiliates, subsidiaries, successors, and assigns, on the one hand, and **California Building & Roofing Supply Corporation, a California corporation dba California Shingle & Shake Co. and its affiliates, subsidiaries, successors, and assigns** (collectively "CSS"), on the other hand. APPLICANT expressly agrees that all purchases made now and in the future from CSS shall be subject to, in accordance with, and governed by, the terms and conditions in this Agreement, unless otherwise agreed to in writing by an officer of CSS. The undersigned warrants and represents that he/she is authorized to enter into this Agreement on behalf of APPLICANT, and that all representations above are accurate, complete and truthful. APPLICANT further agrees to the following terms and conditions of sale:

- PAYMENT TERMS:** Unless otherwise provided on a CSS invoice, APPLICANT agrees to the following payment terms for all sales: 2%/10<sup>th</sup> prox net EOM (i.e., payment in full due by the last calendar day of the month following the invoice month; 2% discount if paid by the 10<sup>th</sup> of the month following the invoice month). Discounts shall not be allowed on tax, freight or finance charges. Any dispute with respect to an invoice, statement, charge, or credit on APPLICANT's account, must be received by CSS, in writing, within 10 days of APPLICANT's receipt of such invoice, statement, charge or credit, or APPLICANT waives any such dispute.

2. **DEFAULT:** In consideration of CSS extending credit to APPLICANT, APPLICANT promises full and prompt payment of all indebtedness, obligations, and liabilities of every kind, present and future, incurred by APPLICANT for goods and/or services purchased from CSS. APPLICANT's failure to make timely payment of any invoice shall result in APPLICANT's account being deemed in default, which may result in the account being placed on a COD basis, suspended, or cancelled. A service charge of 18% per annum (1.5% per month) shall be assessed on all delinquent invoices. In any action for the collection of payment for goods furnished pursuant to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs actually incurred.
3. **CREDIT INFORMATION:** APPLICANT acknowledges that CSS is relying upon the information provided in this Agreement to determine whether to extend credit to APPLICANT and in what amount. The extension of credit hereunder, the amount of credit, and the cancellation or reduction of credit shall be within the sole discretion of CSS. APPLICANT authorizes CSS to contact the Trade References provided by APPLICANT for the purpose of extending credit and thereafter renewing, maintaining and enforcing the terms of such extension of credit. APPLICANT authorizes the Bank named herein to release information requested for the purpose of obtaining and/or reviewing APPLICANT's credit. APPLICANT warrants that it is not a "consumer" under State and Federal Law and APPLICANT certifies that all requests for the extension of credit are for business purposes only and are not intended for the extension of credit for personal, family or household purposes. APPLICANT agrees it has a continuing duty and will inform CSS immediately in writing of any changes to the information provided by APPLICANT in this Agreement, including any change in APPLICANT's ownership or form of organization. APPLICANT understands and agrees that in the event that APPLICANT should fail to give such notice, APPLICANT in its present form of organization, and its present owners, shall remain fully responsible for all charges in addition to any liability to which the new business organization or owners may be subject. APPLICANT represents to CSS that it is solvent as of the date of this Agreement and continues to warrant and represent each time it places a future order.
4. **DELIVERY:** All shipping and delivery dates are approximate and in no event shall CSS be liable for any damages for delays in shipment or delivery. APPLICANT agrees that purchases and deliveries may be made without signatures. APPLICANT authorizes CSS to make deliveries to locations designated by APPLICANT regardless of whether APPLICANT's agent is present at the time of delivery.
5. **INDEMNITY:** To the fullest extent permitted by applicable law, APPLICANT shall indemnify, defend, and hold harmless CSS from and against any and all claims, losses, damages, costs, expenses (including attorneys' and expert witness fees), demands, suits, injuries and liabilities arising from the death or injury of any person or from damage to or destruction of any property, relating directly or indirectly to (i) the use, installation, or delivery of goods by APPLICANT and/or APPLICANT's agents, subcontractors, sub-subcontractors, employees or servants, and (ii) the negligence or willful misconduct of such parties.
6. **LIMITED WARRANTY:** CSS PASSES ON THE MANUFACTURER'S WARRANTY, IF ANY, FOR ALL GOODS SOLD TO APPLICANT. SAID MANUFACTURER'S WARRANTY, IF ANY, IS EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH EVERY SALE OF GOODS, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXCLUDED AND DISCLAIMED IN ALL RESPECTS. THIS DISCLAIMER SHALL IN NO EVENT BE CONSTRUED TO DISCLAIM SUCH WARRANTIES TO A GREATER EXTENT THAN PERMITTED UNDER THE LAWS OF THE STATE OF CALIFORNIA.
7. **DAMAGES AND LIMITATION OF LIABILITY:** IN NO EVENT SHALL APPLICANT OR ANY THIRD PARTY HAVE THE RIGHT TO RECOVER FROM CSS FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES FOR LOSS OF EFFICIENCY OR DELAY TO ANY PROJECT ON WHICH THE GOODS ARE USED OR ORDERED OR INTENDED FOR USE), WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSES OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, OR REPAIR OF THE GOODS SOLD BY CSS. NOTWITHSTANDING THE FOREGOING, APPLICANT AGREES THAT CSS'S SOLE LIABILITY, IF ANY, SHALL BE EXCLUSIVELY LIMITED TO, AT CSS'S OPTION, REPAIR OR REPLACEMENT OF ANY NON-CONFORMING GOODS OR REFUND OF THE PURCHASE PRICE PAID FOR SUCH NON-CONFORMING GOODS.
8. **JOB INFORMATION:** APPLICANT agrees to provide, upon request, all information necessary for the completion of a California 20-Day Preliminary Notice as to any project to which CSS is providing building materials.
9. **GOVERNING LAW AND VENUE:** APPLICANT agrees this all issues and disputes relating to this Agreement shall be construed under the laws of the State of California. APPLICANT further agrees that the exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating to this Agreement shall be Contra Costa County, California, unless CSS initiates said legal action to enforce statutory remedies (such as enforcing claims on mechanics lien, stop payment notices, payment bonds, etc.) in connection with a debt incurred by APPLICANT; in such case, the jurisdiction and legal venue will be determined by the requirements of the law of the state where such statutory remedies are to be enforced.
10. **SEVERABILITY:** If any term, condition, or provision of this Agreement is found to be invalid or unenforceable, such term, condition, or provision shall be severed out and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. **NON-WAIVER:** The failure of CSS to insist upon the strict performance of any of these terms and conditions of sale will not be deemed to be a waiver of any of the rights or remedies of CSS, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these terms and conditions of sale will be valid unless in writing signed by a duly authorized representative of CSS.
12. **COPIES AND ELECTRONIC SIGNATURES:** APPLICANT agrees that CSS may accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this Agreement, in lieu of an original document. APPLICANT acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this Agreement to CSS, APPLICANT agrees to be bound by the terms and conditions contained in this Agreement to the same extent as if an original were transmitted to CSS. APPLICANT waives any right to object to the use of a copy in place of the original and any right to require CSS to subsequently produce an original.
13. **COMPLETE AGREEMENT:** This Agreement is the complete written expression of the parties' agreement and supersedes any prior agreements between APPLICANT and CSS. CSS objects to any additional or conflicting terms transmitted by APPLICANT in any purchase order or other writing. No waiver, alteration or modification by APPLICANT of any of the provisions hereof shall be binding upon CSS unless specifically assented to in a signed writing by an officer of CSS.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME & TITLE:** \_\_\_\_\_

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## PERSONAL GUARANTEE

For value received and in order to induce California Building & Roofing Supply Corporation, a California corporation dba California Shingle & Shake Co. and its affiliates, subsidiaries, successors, and assigns (collectively "CSS") to extend credit to APPLICANT, the undersigned (hereinafter, "Guarantor") unconditionally, absolutely and irrevocably guarantees and promises to pay to CSS any and all indebtedness and perform all obligations owed by APPLICANT to CSS now existing or arising in the future. Guarantor waives all notices and demands of any kind and hereby agrees to any arrangements or agreements between CSS and APPLICANT, including without limitation, to a change in the amount of credit extended to APPLICANT, terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by the APPLICANT, and Guarantor agrees the same shall in no way reduce, impair, discharge or release Guarantor's obligations.

Guarantor agrees that CSS may enforce this Guaranty against Guarantor and pursue payment from Guarantor, without having to first seek payment from, sue, or exhaust its remedies, against APPLICANT or any other guarantor. The incorporation, merger, sale, or reorganization of APPLICANT or CSS shall not terminate or affect Guarantor's 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 thirty (30) days after written notice of termination is received and receipt is acknowledged in writing by an officer of CSS, 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.

Guarantor warrants and represents that the information provided is true, complete and correct and Guarantor understands that CSS is relying upon the information provided by Guarantor to determine whether to extend credit to APPLICANT and in what amount. Guarantor authorizes CSS to obtain and evaluate Guarantor's credit and financial information at any time and from any source, including Guarantor's non-business consumer credit report to further evaluate the creditworthiness of the undersigned as Guarantor in connection with the extension of business credit as contemplated in this Agreement.

If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of the undersigned; each and every provision of this Guaranty shall be binding on each and every one of the undersigned; they shall be jointly and severally liable hereunder; and CSS shall have the right to join one or all of them in any proceeding or to proceed against them in any order. CSS may release, substitute, or add any guarantor without affecting any Guarantor's liability hereunder.

**GUARANTOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SOCIAL SECURITY #:** \_\_\_\_\_ **DRIVER'S LICENSE #:** \_\_\_\_\_