



BUILDER SPECIALTIES, INC.

appliances • lighting • fireplaces • garage doors • insulation

Better Home SOLUTIONS

CREDIT APPLICATION AND GUARANTY OF DEBT

CREDIT DEPARTMENT
6340 Best Friend Road
Norcross, GA 30071
Office: 770-255-1400
Fax: 770-255-1411

Sales Manager: _____

APPLICANT / PRINCIPAL DEBTOR: (AS PER THE SECRETARY OF STATE RECORDS)			
COMPANY NAME			
ADDRESS (Must provide a physical address in addition to a P.O. Box)			
CITY		STATE	
		ZIP	
FAX	PHONE	EMAIL	
PROPRIETORSHIP	CORPORATION	PARTNERSHIP	DATE BUSINESS BEGAN OR INCORPORATED
NAME(S) OF PREVIOUS BUSINESSES			*ARTICLE OF INCORPORATION NUMBER
PRINCIPALS: (Application will not be processed without Social Security Numbers)			
NAME & TITLE		SS#	SPOUSE
NAME & TITLE		SS#	SPOUSE
NAME & TITLE		SS#	SPOUSE
ACCOUNTS PAYABLE CONTACT		PHONE	EMAIL
BANK & LOAN INFORMATION: (Application will not be processed without account numbers)			
PRIMARY BANK AND BRANCH		ACCOUNT #	PHONE FAX
SECONDARY BANK & BRANCH		ACCOUNT #	PHONE FAX
CONSTRUCTION TRADE INFORMATION: (Application will not be processed without this information)			
BUSINESS NAME		ADDRESS	PHONE FAX
BUSINESS NAME		ADDRESS	PHONE FAX
BUSINESS NAME		ADDRESS	PHONE FAX
BUILDER INFORMATION:			
HOUSES BUILT PER YEAR		PRODUCT ORDERING	
AVERAGE PRICE PER HOME		COUNTIES BUILDING	
PO SYSTEM REQUIRED		PO MANAGER CONTACT INFORMATION	
REQUESTED CREDIT LIMIT		TRADE OR CONTRACT AGREEMENT REQUIRED	

ACCOUNT AGREEMENT

Applicant Principal Account Debtor _____

Accurate complete corporate name

Address _____

City, State, Zip _____

I/We, Applicant principal account debtor and the undersigned guarantor(s) authorize Seller to obtain Business and Consumer credit Reports on Applicant(s) listed above or to obtain credit information from any source to include all bank references. I / We agree to provide BUILDER SPECIALTIES, INC. with an updated credit application every two years as a condition for the continued extension of credit. I / We agree to make payment according to terms, which are net thirty (30) days following date of purchase, time being of the essence of this agreement. I / We understand that any past due invoices may suspend credit sales and a 1 1/2 per month service charge shall be added, pre and post judgement, to the amount past due. I / We further agree to pay all costs and expenses incurred by BUILDER SPECIALTIES, INC. in endeavoring to collect said obligation from Debtor and / or the undersigned guarantor(s) including, but not limited to, lien fees in the amount of \$200.00 per lien filed as a result of my untimely or non payment of obligations arising hereunder, and attorney's fees of 15% of the total amount of the principal, interest and charges due Builder Specialties, Inc., from Debtor should the same be collected by or through an attorney at law, whether collected by suit or otherwise. Should I / We fail to lawfully answer any such lawsuit or action, the same shall constitute a further waiver and relinquishment of any right in the undersigned guarantor(s) to any hearing or other proceedings relative to proof of the amount of the obligation. Any action seeking to collect on the account contemplated in this Agreement, enforce any provision of or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby, may be brought in any state court located in the County of Gwinnett, State of Georgia, or in the United States District Court, Northern District of Georgia, and each party hereto consents to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum, BUILDERS SPECIALTIES, INC. is hereby authorized to deliver goods without signature and to perform services at my request, and to change same to my account. I / We understand and agree that any and all returned goods must have prior written consent from BUILDERS SPECIALTIES, INC., be unused and in the original carton and be subject to restocking charge of 20% of invoiced amount to be paid to BUILDERS SPECIALTIES, INC. at the time said goods are returned which must be within 30 days of delivery. I / We agree that any and all objections to any statement, invoice, materials or services provided by BUILDERS SPECIALTIES, INC. to me by personal delivery or regular mail, which shall be deemed delivered 3 days from the date of mailing or post mark, shall be made in writing within three days of receipt of the statement, invoice, materials or services, and shall be made via Certified Mail Returned Receipt Requested or commercial courier or all such objections are waived. I / We agree that the laws of the State of Georgia shall govern this Application. This agreement shall continue until written notice to the contrary is given and accepted and said acceptance evidenced by letter from BUILDERS SPECIALTIES, INC. BUILDERS SPECIALTIES, INC. may change credit limits or terms at any time, at its sole discretion. I / We do hereby, adopt the faxed version of our signature(s) on this agreement and the personal guaranty, as an original, whether or not the original is actually delivered to BUILDERS SPECIALTIES, INC. Witnessed my/our hand and seal this _____ day of _____, 20____.

WITNESSED:

APPLICANT PRINCIPAL / ACCOUNT DEBTOR:

Name of Account Debtor

By: _____ (Seal)
(Print Name and Title of Individual Signing)

PERSONAL GUARANTY

In consideration of credit extended by BUILDER SPECIALTIES, INC., hereinafter referred to as Obligee, to the applicant principal account debtor identified on the credit application and account agreement appearing on this document, which account agreement and credit application, including all terms of agreement, are incorporated herein by this reference so as to identify the principal debtor to which this guaranty applies, and to incorporate the terms of agreement, the undersigned does hereby, absolutely and unconditionally guarantee jointly and severally, as surety, the prompt and unconditional payment of the account obligations of the applicant / principal debtor which are now or may hereafter become due. The undersigned guarantor(s) waive(s) sufficient homestead exemption to cover the debt and / or any collateral herein and the undersigned further waive(s) any other exemption(s) which the undersigned is (are) or may be entitled to by virtue of the Constitution of the laws of Georgia or the United States of America, or any other State of the United States of America to pay the indebtedness herein, principal, interest, charges, attorneys fees and costs. Notice of acceptance, protest, presentment, demand for payment, notice of default of non payment and of dishonor are hereby waived. The undersigned expressly agree that any lawsuit or action hereunder may be brought directly against the undersigned without first proceeding against the applicant / principal debtor. Should I / We fail to lawfully answer any such lawsuit or action, the same shall constitute a further waiver and relinquishment of any right in the undersigned guarantor(s) to any hearing or other proceedings relative to proof of the amount of the obligation. Any action seeking to collect on the account contemplated in this Agreement, enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby, may be brought in any state court located in the County of Gwinnett, State of Georgia, or in the United States District Court, Northern District of Georgia, and each party hereto consents to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. No release of the undersigned shall arise from any action of the Obligee which, but for this provision, would be deemed legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or any other act or omission of Obligee or, whether or not such act expressly waives and surrenders any defense to this liability based upon any of the foregoing acts, omissions, agreements or waiver; it being the purpose and intent of the undersigned that the covenants hereunder are absolute, unconditional and irrevocable. Obligee may without notice of any kind to the undersigned sell, assign or transfer all of its rights arising under the account agreement and the agreement contained herein. I / We do, hereby, adopt the faxed version of our signature(s) on this personal guaranty, as an original, whether or not the original is actually delivered to BUILDERS SPECIALTIES, INC.

This _____ day of _____, 20____.

Guarantor Signature _____ (Seal)
Printed Name _____
Witness _____

Guarantor Signature _____ (Seal)
Printed Name _____
Witness _____