

ABC[®]

Supply Co. inc.



COMMERCIAL/RESIDENTIAL
ACCOUNT APPLICATION

1. Tell us about your company

Type of Ownership

Partnership Corporation Proprietorship LLC (attach list of members)

Trade/Business Name _____
"Buyer"

Address 1 _____
Attach Business Card or Complete

Address 2 _____
City State Zip

Phone _____ Fax _____

Cell Phone _____ Email _____

State Contractors License # (if applicable) _____

Have you purchased from ABC before? Where _____

Estimated Monthly Purchases _____

Year Business Started _____ Federal Tax I.D.# _____

If Tax Exempt - Attach Certificate Attached Do You Issue a Purchase Order Yes No

Person to Contact Regarding Accounts Payable: _____

at Phone _____

Owners and/or Officers Information:

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Bank Information:

Name of Bank _____

Address _____ Phone _____

Major Trade References:

Name _____

Address _____

Phone _____ Fax _____

Name _____

Address _____

Phone _____ Fax _____

ABC SUPPLY CO., INC.

Sales Associate _____

Sales # _____ Branch # _____

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Tier 1 L/S comm. roof. | <input type="checkbox"/> J. Large Home Build. | <input type="checkbox"/> S. Stormer |
| <input type="checkbox"/> B. Tier 2 L/S comm. roof. | <input type="checkbox"/> K. Small Home Build. | <input type="checkbox"/> T. Misc. Contractor |
| <input type="checkbox"/> C. Tier 3 L/S comm. roof. | <input type="checkbox"/> L. Mfg/Mod. Build. | <input type="checkbox"/> U. Distributor (Competitors) |
| <input type="checkbox"/> D. Comm. Builder | <input type="checkbox"/> M. Turnkey Contr. | <input type="checkbox"/> V. Big Box/Lum Yd (Retail) |
| <input type="checkbox"/> E. Comm. Remodeler | <input type="checkbox"/> N. Resid. Remodeler | <input type="checkbox"/> W. Nat. Retail Remodeler |
| <input type="checkbox"/> F. Comm. Gen. Contr. | <input type="checkbox"/> O. Resid. Gen. Contr. | <input type="checkbox"/> X. Institutional/Prop. Mgrs. |
| <input type="checkbox"/> G. Res. Roof. | <input type="checkbox"/> P. Gutter & Rainware | <input type="checkbox"/> Y. Branch Cash Accounts |
| <input type="checkbox"/> H. Natl. Res. Home Build. | <input type="checkbox"/> Q. Metal Specialist | <input type="checkbox"/> Z. Intra Co. Accounts |
| <input type="checkbox"/> I. Reg. Res. Home Build. | <input type="checkbox"/> R. Waterproof Specialist | |

Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by ABC. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of ABC. Buyer agrees to be bound by ABC's Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes ABC to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

2. Sign here (acknowledges & agrees to be bound by attached terms & conditions)

Signature _____ Date _____

Print _____

3. Your personal guaranty

Giving us your personal guaranty will speed the process of approving your application.

Continuing Guaranty

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to ABC, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by ABC in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by ABC's Terms and Conditions of Continuing Guaranty.

Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes ABC to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

4. Guarantors sign here

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Store Use Only - Check One

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. CREDIT AGREEMENT

As a condition to the election of American Builders & Contractors Supply Co., Inc., a Delaware corporation with its principal place of business at its National Support Center at One ABC Parkway, Beloit, Wisconsin, ("ABC") to extend credit to Buyer, Buyer has executed ABC's Credit Application. All purchases by Buyer from ABC are made pursuant to ABC's Credit Application, this Credit Agreement, and ABC's Purchase Agreement. The terms and conditions of each referenced document are incorporated by reference herein. The Credit Application, Credit Agreement, and Purchase Agreement together constitute the entire agreement between ABC and Buyer and shall be collectively referred to from time to time as the Agreement.

A. General Terms and Conditions.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping document, with or without Buyer's signature. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, a monthly late payment charge of 1.5%. ABC reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms.

Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against ABC for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).

2. Buyer agrees to pay all costs of collection by ABC of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and ABC, and ABC prevails, Buyer shall pay ABC its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ABC shall be entitled to recover its fees up to the maximum allowed by state law.
3. ABC shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner, which ABC deems proper. Unless otherwise specified in the remittance advice, ABC may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of any such payments toward Buyer's principal account balance.
4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from ABC and any credit extended hereunder will be used solely for business and commercial purposes.
5. The Agreement is governed by and shall be construed consistently with the laws of the state of Wisconsin (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between Buyer and ABC in Wisconsin. ABC makes policies about granting credit to Buyer and extending credit to Buyer under this Agreement, and accepts Buyer's payments in Wisconsin. Any action arising out of or related to the Agreement shall be brought, at ABC's sole discretion, either in a court with jurisdiction over the county in which the pertinent ABC Branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ABC and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Agreement. The Agreement contains the full, final and exclusive statement of the Agreement between ABC and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on ABC without ABC's written consent. Waiver by ABC of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.
6. Buyer agrees to provide ABC with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity. ABC at its office first written below must receive written notice by Certified or Registered Mail within 30 days of such change.

B. Terms and Conditions of Continuing Guaranty.

For value received, and for the purpose of influencing ABC to extend credit or other financial accommodations, or to continue to extend credit or other financial accommodations, to Buyer, each person or entity who signed the ABC Credit Application as guarantor (hereinafter "Guarantor", whether one or more) hereby guarantees jointly and severally, without limitation as to amount, the prompt payment when due of any and all indebtedness of Buyer to ABC, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fees paid or incurred by ABC in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness".

1. No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the Indebtedness and no delay in enforcement of payment of the Indebtedness under this Guaranty shall affect the liability of Guarantor hereunder. Any and all payments upon the Indebtedness made by Buyer, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness, may be applied by ABC upon such of the items of the Indebtedness as ABC shall determine in its sole discretion.
2. Guarantor waives notice of acceptance of this Guaranty, notice of the extension of creditor financial accommodation to Buyer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent proceeding or action against Buyer. The obligations of the Guarantor shall not be affected by: (a) the failure of ABC to assert any claim or demand or to enforce any right or remedy against the Buyer or another Guarantor; or (b) any extension, modification, or renewal of the terms or amount of the Indebtedness.
3. This Guaranty is a continuing guaranty and shall remain in full force and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after (a) expiration of thirty (30) days after written notice by Certified or Registered Mail of revocation is received by ABC at its office first written below and (b) all of the Indebtedness owed to ABC by Buyer shall have been fully paid (including all late payment charges and attorneys fees which accrue after expiration of the 30 day period).
4. If this Guaranty is executed by more than one person or entity, it shall be the joint and several obligation of each person and entity.
5. If this Guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make this Guaranty, that the execution by him on behalf of the corporation has been duly authorized and that the making of this Guaranty is in the best interest of the corporation.
6. Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of Guarantor's domicile, or of any other state or of the United States as against the liability and obligation hereby created. Guarantor transfers and assigns to ABC an amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.
7. Guarantor further agrees to the extent that the Buyer makes a payment or payments to ABC or ABC receives any proceeds or collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Buyer, its estate, trustee, receiver, or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, Buyer's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.
8. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to ABC by Guarantor. Guarantor hereby waives any right to enforce any remedy that ABC now has or may hereafter have against the Buyer. Guarantor further agrees that any and all claims of Guarantor against the Buyer shall be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorneys' fees and expenses), and any other liabilities or obligations owing to ABC by the Buyer.
9. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
10. All obligations are payable and performable at the address of ABC first indicated below.
11. Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, requested from time to time by ABC.
12. All notification should be addressed to the ABC branch from which you have purchased the most goods in the last 90 days.

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with American Builders & Contractors Supply Co., Inc. ('ABC') an approved Credit Application. Buyer further confirms Buyer's consent to ABC's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. ABC acknowledges and accepts Buyer's order, ABC's acknowledgement and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon ABC unless hereafter set forth in a writing signed by ABC's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and ABC. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.
3. In any case, in which ABC makes delivery, Buyer hereby agrees to pay ABC's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes ABC to unload the goods and leave them at the delivery destination. Buyer shall release ABC and shall indemnify and hold harmless ABC from and against any and all claims demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to ABC within 5 calendar days of delivery.
5. ABC shall have the right, without prejudice to any, other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever ABC may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to ABC of Buyer's ability to perform.
6. Unless otherwise provided by law, ABC may require Buyer to pay or to reimburse ABC for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. ABC reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of ABC would infringe any patent now or here after issued and under which ABC is not licensed.
8. Where Buyer requires tests or inspection not regularly provided by ABC, ABC may charge Buyer for the actual cost of such test or inspections.
9. An order may be terminated by Buyer before completion only with ABC's written consent, in which event Buyer shall pay to ABC:
 - (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.
 - (b.) All actual costs incurred by ABC in connection with the uncompleted portion of the order.
 - (c.) Cancellation charges, if any, of ABC because of its commitments, made under the order.
10. Buyer shall not hold ABC responsible for any delay caused in whole or in part by circumstances beyond ABC's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. ABC shall not be liable in any event for any special, incidental, or consequential damages caused by ABC's failure or delay in performance or delivery due to any cause whatsoever, if ABC is unable, due to any cause beyond ABC's control, to supply Buyer's total demand for products. ABC may allocate its available supply among ABC's customers, including ABC's branches and affiliates, in any manner ABC deems reasonable.
11. ABC shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. ABC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.
12. ABC shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of ABC is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. ABC shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of ABC.
13. Buyer agrees to indemnify and hold harmless ABC from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to ABC, as indemnitee, allowable under that applicable law.
14. This Purchase Agreement shall be governed by and construed according to the laws of Wisconsin (without regard to internal principles of conflicts of law). Any action brought, upon or by reason of, this Purchase Agreement shall be brought, in ABC's sole discretion, either in a court with jurisdiction over the county in which the ABC branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between ABC and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event, any action is brought upon, or due to, this Purchase Agreement by either Buyer or ABC, and ABC prevails, Buyer shall pay ABC's reasonable attorney's fees and other costs incurred because of or in connection with such action.
15. Waiver by ABC of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
16. T/D symbols printed on the front of any ABC warehouse picking/delivery ticket, invoice, or statement represents the tax and discount status of individual items. The following is a description of each symbol or combination of symbols:
 - / = Taxable regardless of the order's tax status
 - \ = Nontaxable regardless of the order's tax status
 - = Non-discountable regardless of the order's terms
 - /\ = Taxable and no discountable regardless of the order's tax status and terms
 - \ — = Nontaxable and no discountable regardless of the order's tax status and terms

If the item is taxable, and discountable based on the order's tax status and terms, no symbol will Print.