

CONFIDENTIAL CREDIT APPLICATION FOR FIRESTONE BUILDING PRODUCTS COMPANY, LLC



Firestone Building Products

☐ DISTRIBUTOR

☐ MANUFACTURER

☐ CONTRACTOR

☐ OTHER _____ (please specify)

Please select the appropriate product line(s) wishing to purchase on credit payment terms from the list below:

FIRESTONE ASPHALT PRODUCTS

FIRESTONE SPECIALTY PRODUCTS

OTHER PRODUCTS _____

FIRESTONE EPDM/TPO PRODUCTS

GENFLEX ROOFING PRODUCTS

FIRESTONE METAL PRODUCTS

GACO PRODUCTS

BUSINESS IDENTIFICATION:

Legal Name of Business _____ Date _____

Other Names Used _____ Phone # _____

Address _____ Fax # _____

City _____ E-Mail _____

State _____ Zip Code _____

Please Indicate Billing Address if Different From Above:

Address _____ Phone # _____

City _____ Fax # _____

State, Zip _____ E-Mail _____

BUSINESS STRUCTURE:

Nature of Business _____ Date Established _____

☐ CORPORATION

☐ PARTNERSHIP

☐ SOLE PROPRIETORSHIP

_____ Publicly Held

_____ General

_____ Closely Held

_____ Limited

_____ Other

_____ Other

Dun & Bradstreet DUNS# _____

STATE AND DATE OF
ORGANIZATION (IF NOT SOLE
PROPRIETORSHIP)

_____ Date

_____ State

IF A DIVISION OR SUBSIDIARY

_____ Name of Parent

NAMES OF PRINCIPAL OFFICERS, PARTNERS OR OWNERS:

Name _____	Position _____
Home Address _____	City _____ State _____ Zip _____
Social Security # _____	% of Ownership _____
Name _____	Position _____
Home Address _____	City _____ State _____ Zip _____
Social Security # _____	% of Ownership _____

Person to Contact Regarding Financial Matters:

Name _____	Position _____
------------	----------------

RELATED COMPANIES IN WHICH THE PRINCIPALS HAVE AN INTEREST

Name _____	Address _____

Name _____	Address _____

Name _____	Address _____

Have we ever sold to you before or to any present or former affiliate?☐ NO☐ YES If yes, under what name and when _____**Are your receivables and/or inventory pledged to others?**☐ NO☐ YES If yes, explain and with whom _____**Estimated Annual Purchases:** \$ _____**Credit Line Requested:** \$ _____

- **PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE**
(Our Company is required by law to charge sales tax unless the appropriate exemption certificate is received)
- **PLEASE ATTACH YOUR FINANCIAL STATEMENTS FOR THE CURRENT AND LAST TWO FISCAL YEARS**

The applicant authorizes Firestone Building Products Company, LLC to investigate all credit references and any other matters pertaining to its financial responsibility. The undersigned authorizes its bank(s) and trade creditors to submit complete information for the purpose of credit evaluation.

Signed By: _____

Date: _____

Company: _____

Title: _____

**BANK
REFERENCES**

Name _____

Address _____ City _____ State ____ Zip _____

Person to Contact _____

Telephone # _____ Fax # _____

Checking Account # _____ Savings Account # _____

**TRADE
REFERENCES**

Name _____ Account # _____

Address _____ Telephone # _____

City _____ Fax # _____

State _____ Zip _____ Date Account Opened _____ High Credit _____

Bank Contact Person _____

Name _____ Account # _____

Address _____ Telephone # _____

City _____ Fax # _____

State _____ Zip _____ Date Account Opened _____ High Credit _____

Bank Contact Person _____

Name _____ Account # _____

Address _____ Telephone # _____

City _____ Fax # _____

State _____ Zip _____ Date Account Opened _____ High Credit _____

Bank Contact Person _____

STATEMENT OF DATA ACCURACY AND RELEASE OF AUTHORITY TO VERIFY

The undersigned, for the purpose of procuring and establishing credit from time to time with Firestone Building Products Company, LLC hereafter referred to as Supplier and to induce Supplier to permit the undersigned Customer to become indebted to Supplier for the purchase of goods, materials and/or services, furnishes the above business and personal credit information. The undersigned (jointly and individually, if applicable) certify that all information in this Credit Application is complete, factual and correct, and understands that Supplier will rely on the accuracy of this information for any credit that may be extended. If any statement is not true in any material respect or if the Customer should file for bankruptcy or if any other creditor tries to seize the Customer's property or if any adverse change occurs in the Customer's financial condition, at the Supplier's election, you may declare all of my indebtedness and obligations to you immediately due and payable without demand or notice. The undersigned hereby expressly authorizes Supplier to contact any parties listed by Customer herein for the purpose of verifying any information contained in this Credit Application. The undersigned hereby waives any right of privacy which it may have in any such information, and waives the effect and benefit of any statutes or regulations which give it the right to control or bar the release of such credit information. Further, the undersigned hereby authorizes such parties to disclose to Supplier whatever information they may have with respect to the undersigned's credit or financial status and hereby agree to hold such parties harmless for any such disclosure. If any representations made in this Credit Application are untrue, the undersigned agrees that all obligations of the Customer to, or held by, Supplier shall immediately become due and payable without demand or notice.

I/We agree to notify Firestone Building Products Company, LLC in writing of any change in the form and/or name of the business entity for which this application is submitted; and until such written notice has been given and acknowledged by the credit department, the present business entity assumes as its own obligation of, and extensions of credit to, any successor entity.

Company Name _____

Signature _____ Date _____

Typed Name _____

Purchase Agreement

CREDIT APPLICATIONS submitted to _____ Firestone Building Products Company, LLC _____ on _____
(DATE)

by _____
(CUSTOMER NAME)

Amount due as a result of any and all purchases hereafter made by Customer from Supplier on the following terms and conditions.

TERMS

Unpaid invoices are past due if not paid in accordance with the terms as stated on the invoice.

PAYMENT

The purchase price paid by Customer for Firestone roofing materials and limited warranties under this Agreement does not include any sales, revenue, excise, use, "VAT," GST, PST or similar taxes levied by any governmental agency. Customer covenants and agrees that it is solely responsible for and shall pay to the applicable governmental agency any and all such taxes.

It is understood that the past due accounts are subject to a late charge of one and one-half percent (1and 1/2%) per month on the amount overdue (not to exceed the amount allowed by state law) and collection of this charge will be strictly enforced and litigated if necessary.

Should any dispute arise with respect to goods delivered from Supplier to Customer, Customer shall nevertheless pay all invoices covering goods not in dispute, without set-off, defense, or counterclaim.

Any on account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment," "in full satisfaction," or words to a similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.

DISCLOSURE

If requested by Supplier, Customer must disclose the location of all materials provided by Supplier to Customer. If the materials are incorporated into a third party project, the Supplier must disclose the legal description of the project location and the legal name of the project owner.

BAD CHECKS / C.O.D.

A service charge of \$50.00 will be applied to each returned check. If at any time, Customer fails to pay invoices when due, or if for any reason Supplier feels insecure in extending credit, Supplier may decline to provide further goods on credit

FAILURE TO PAY OR INSOLVENCY

Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, Supplier may, at his option, cause the entire unpaid balance to become due immediately payable and Supplier shall have the right to enter at anytime without notice upon the premises where any of the materials procured by the Customer from Supplier are located and take possession, reclaim, and exercise any and all rights available at law or equity to Supplier with respect to the materials or collection of debt. Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorney's fees and court costs. Customer will be liable for all costs of collection, including but not limited to attorney's fees, if necessary.

ADDITIONAL SECURITY FOR PAYMENT

The Customer hereby agrees to execute such additional documents as the Supplier may require including a personal and/or business guaranty and UCC Financing Statements as required from time to time by the Supplier.

As collateral securing Customer's obligations, Customer grants to Supplier a continuing security interest in all of Customer's deposit accounts and all goods provided by Supplier to Customer (whether or not paid for by Customer).

MODIFICATION

This agreement covers all materials which the Customer may hereafter acquire at any time from Supplier. No waivers or modifications shall be valid unless the same is in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties. In the event of a conflict between the terms of this Agreement and any other document applicable to the sale of materials by Supplier to Customer, the terms of this Agreement shall take precedence unless the parties expressly agree otherwise in writing. Further, the parties agree that this Agreement is governed by and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. Any suit arising out of this Agreement or the rights and/or obligations hereunder shall be heard exclusively in the state or federal courts in Indianapolis, Indiana. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

RECEIPT OF COPY

Customer hereby acknowledges the receipt of a copy of the Agreement at the time of its execution.

ACCEPTANCE BY CUSTOMER:

(Signature)

(Typed Name)

(Position)

(Date)

BY SUPPLIER:

(Signature)

(Typed Name)

(Position)

(Date)

PERSONAL GUARANTY TO: FIRESTONE BUILDING PRODUCTS COMPANY, LLC

As an inducement to you to grant credit, or assume a credit risk, from time to time, in respect of sales of goods, supplies or services made by you to _____ (company name) hereinafter referred to as the "Customer" or in respect of any other type of transaction by which you may become the creditor of the Customer, the undersigned shall pay to you promptly when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of the Customer or loss of contribution from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness due to you from the Customer, including interest, whether originating in transactions between you and the Customer, or assigned or transferred to you, together with all expenses of collection and/or reasonable counsel fees and court costs incurred by you by reason of the default of the Customer.

This is a continuing absolute and unconditional guaranty, and shall be revocable only as to transactions entered into by you subsequent to the receipt by one of your officers of notice of termination sent by the undersigned by registered or certified mail to Firestone Building Products Company, LLC, 250 W. 96th Street, Indianapolis, IN 46260.

The undersigned waives notice of acceptance hereof, and notice of order, sales, and deliveries to the Customer, and of the amounts and terms thereof, and all non-payment, defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting his liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or the compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptances or any other form of obligations for the Customer's indebtedness, and the demand, protest, and notice protest of such instruments of their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of the Customer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between you and the Customer, or the Customer and any other person, whose claims against the Customer have been or shall be assigned or transferred to you.

The obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to you. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by you, and shall be effective regardless of the solvency of insolvency of the Customer at any time, the extension or modification of the indebtedness of the Customer by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of the Customer or any other change in the composition, nature, personnel or location of the Customer.

All liabilities of the Customer and of the undersigned shall mature immediately upon the insolvency of the Customer, the inability of the Customer to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the Customer or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization of arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by the Customer or if any of the foregoing events shall occur with respect to the undersigned.

In the event any payment by Customer to you is held to constitute a preference under any bankruptcy law, or if for any other reason you are required to refund such payment or pay the amount thereof to any person, such payment by Customer to you shall not constitute a release of the undersigned from any liability under this Guaranty, but the undersigned agrees to pay such amount to you upon demand and this Guaranty shall continue to be effective or shall be reinstated, as the case may be, to the extent of any such payment or payments.

Nothing herein contained shall be construed as an obligation on your part to sell goods or extend credit to the Customer or as an obligation to continue to sell goods or extend credit. Your records showing the account between you and the Customer shall be admissible in evidence in any action or proceeding involving this guaranty, and such records shall be prima facie proof of the items therein set forth. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of the State of Indiana.

This guaranty shall be binding upon the undersigned, his legal representatives, and assigns, and shall inure to your benefit and to the benefit of your successors and assigns.

_____ <i>(WITNESS)</i>	By	_____ <i>(PERSONAL GUARANTOR SIGNATURE)</i>
---------------------------	----	--

_____ <i>(DATE)</i>		_____ <i>(PRINT OR TYPED NAME)</i>
------------------------	--	---------------------------------------

HOME ADDRESS: _____

_____ <i>(WITNESS)</i>		_____ <i>(PERSONAL GUARANTOR SIGNATURE)</i>
---------------------------	--	--

_____ <i>(DATE)</i>		_____ <i>(PRINT OR TYPED NAME)</i>
------------------------	--	---------------------------------------

HOME ADDRESS: _____
