

## CREDIT APPLICATION

Application Date:		Salesperson:		Applicant FIN/SSN:	
Business Name:		Contact Person:		Position:	
Street Address:		City:		State:	Zip:
Phone Number:	Fax Number:	Email Address:		PO's Issued? ( ) Yes ( ) No	Yrs in Business:
Annual Sales Amount:	Credit Limit Requested:	Sales Tax: Attach Exempt Form ( ) Non-Exempt ( ) Exempt		Ownership: ( ) Individual ( ) LLC ( ) Partnership ( ) Corporation	
Principal Name:		Title:	Social Security #:	Home Address:	
Principal Name:		Title:	Social Security #:	Home Address:	
Has the company or any of its Principals ever been bankrupt or discontinued another business? If yes, please explain. ( ) Yes ( ) No					
Trade Reference Name:		Address:		Email/Fax	Phone Number:
Trade Reference Name:		Address:		Email/Fax	Phone Number:
Trade Reference Name:		Address:		Email/Fax	Phone Number:
Bank Reference Name:		Account #:	Address:	Email/Fax	Phone Number:
<p><i>Applicant is requested to submit a copy of its most recent financial statement or tax return. The undersigned ( ) will ( ) will not submit a financial statement. Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the granting of credit.</i></p> <p><i>As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. Mueller Roofing Distributors, Inc. is authorized to investigate my /my company's credit history and practices with the trade and bank references listed, and credit bureaus (agencies)..</i></p> <p><b>Notice:</b> By signing, I confirm I have read, understand, and agree to abide by the credit and payment terms and requirements of Mueller Roofing Distributors as presented and written on the front and back pages of this application.</p> <p><b>Warning:</b> Signor represents that he/she is authorized to sign on behalf of Applicant.</p>					
Printed Name		Signature		Title	Date
<b>PERSONAL GUARANTEE (Required)</b>					
<p>In consideration of credit being extended by Mueller Roofing Distributors, Inc. to the above named applicant for materials to be purchased, the undersigned guarantor(s) hereby contract and guarantee to Mueller Roofing Distributors, Inc. the faithful payment, when due, of all accounts of said applicant for all purchases made after the date of this application. The undersigned guarantor(s) hereby expressly waive(s) all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest, and notice to undersigned guarantor(s) of default by applicant or with respect to any security held by the creditor, extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor(s) might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.</p>					
Printed Name		Title	Printed Name		Title
Signature		Date	Signature		Date

***Credit and Payment Terms of Mueller Roofing Distributors, Inc. (MRD)***

Credit Applicant ("Applicant") acknowledges, understands and agrees that:

- 1) Payment for all purchases is due per the terms on the invoice. Standard terms are 1% discount if paid within ten (10) days; net thirty (30) days.
- 2) MRD charges 1% per month interest on all invoices delinquent at the end of a month and other past due amounts. Applicant agrees to pay all interest charges assessed.
- 3) In the event applicant does not provide payment remittance, payment shall be applied to applicant's oldest invoices first.
- 4) MRD reserves a security interest in all merchandise sold on credit terms until the full purchase price plus all interest charges are paid in full.
- 5) Sales by MRD to the applicant will be considered sales tax taxable unless a blanket exemption form is attached to this application form.
- 6) MRD is authorized to obtain any credit reports pertaining to the applicant's business or personal financial status (regarding a personal guarantee) to be used in connection with MRD determination of whether to grant credit terms. Credit applicant also authorizes MRD to obtain further credit information from the trade and bank references provided or from any other source MRD deems useful, for the same purpose.
- 7) The furnishing of the information given is to obtain credit and warrants that it is true and that the applicant, either as sole owner, partner, or authorized corporate officer will assure payment of all invoices upon receipt. Applicant acknowledges that its MRD account must be kept current. Applicant acknowledges, understands, and agrees that if accounts are not kept current, MRD may at its option, close applicant's account(s) and demand immediate payment in full of any balance and interest due.
- 8) In the event applicant does not pay MRD charges on time and it is necessary for MRD to refer applicant's account to a collection agency or attorney. Applicant agrees to be responsible for all charges and expenses, including but not limited to collection agency fees, reasonable attorney fees, and cost of post judgement collection, whether by an agency or attorney.

Applicant authorizes and requests any lending institution and/or property owner to do all of the following, until notified by MRD that MRD has been paid in full for any property improvements:

- 1) Make payments from loan draws and other construction funds directly to MRD upon presentation of proper invoices.
- 2) Furnish MRD, upon request, with any information pertaining to loans and loan disbursements and/or construction funds, and amounts currently due to Applicant on construction contracts.
- 3) Inform MRD of any sale of property at least three (3) business days prior to scheduled closing date of sale, if known.

**\*\*SEE ABOVE\*\*** By the signature on the front page of this document, the credit applicant acknowledges to have fully read and understand the terms set forth on this page. In consideration of the extension of credit to the applicant by MRD, the applicant agrees to abide by the terms, covenants, and conditions set forth herein