

CAMCO ROOFING SUPPLIES, INC.

6009 RESOURCES DRIVE • P.O. BOX 34548 • MEMPHIS, TENNESSEE 38184-0548
TELEPHONE 901/372-1402 • FAX 901/377-9349

CREDIT APPLICATION

Date _____ Street Address _____
Company Name _____ Zip _____ Phone _____
City _____ State _____ Fax Number _____
Type of Business _____ Corp. _____ Co. Partnership _____ Limited Partnership _____ Individual Proprietor _____
Tax Exempt? Yes _____ (Attach Copy) No _____ Business/Occupational License(s)? Yes _____ (Attach Copy) No _____
No. Years Established _____ Line of Credit Desired \$ _____
If a Branch Office _____ Where should
or a division, give Accounts Payable
name of Parent Co. Statements be
and Home Office mailed? _____
Who handles invoice payments? _____

PRINCIPALS

If Corp., provide information on President & Secretary. }
Name _____ Residence _____
Title _____ Address _____
Social Security # _____ Home Phone _____
If Partnership, include all partners (Use separate sheet if necessary.) }
Name _____ Residence _____
Title _____ Address _____
Social Security # _____ Home Phone _____

LIST PERSONS AUTHORIZED BY YOUR COMPANY TO MAKE PURCHASES

1. _____ 2. _____
3. _____ 4. _____

WILL A PURCHASE ORDER OR REQUISITION BE ISSUED PRIOR TO PURCHASE? _____ Yes _____ No

BANKING ACCOUNTS

Checking # _____ ADDRESS CITY STATE ZIP
Savings # _____ ADDRESS CITY STATE ZIP

TRADE CREDIT REFERENCES:

Name	Address	City	State	Zip	Phone No.

Permission is hereby given to investigate my credit standing or history with any firm, credit bureau or person in addition to any references supplied. I also certify that the information supplied on this credit application is true and correct. TERMS AND CONDITIONS OF SALE ON BACK SIDE OF THIS APPLICATION ARE ACCEPTED, UNLESS OTHERWISE AGREED TO IN WRITING BY CAMCO. Please enclose a copy of your last financial statement.

SIGNATURE OF OWNER OR RESPONSIBLE AGENT & TITLE

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GUARANTY AGREEMENT

In consideration of the extension of credit granted by **CAMCO ROOFING SUPPLIES, INC.**, the undersigned does hereby unconditionally guarantee payment of whatever amount of credit applicant shall at anytime be owing to on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewal or extensions granted by the Company, without obtaining any consent thereto, and until expressly revoked by written notice from me to you by certified mail and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by the Company in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by **CAMCO ROOFING SUPPLIES, INC.**

All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by **CAMCO ROOFING SUPPLIES, INC.**

PLEASE READ THE TERMS AND CONDITIONS OF SALE ON REVERSE SIDE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

Permission is hereby given to investigate my credit standing or history with any firm, credit bureau or person in addition to any references supplied.

DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

WITNESSES

CITY/STATE/ZIP: _____

BUSINESS PHONE: _____

NAME: _____

GUARANTOR SIGNATURE: _____

ADDRESS: _____

SOCIAL SECURITY#: _____

CITY/STATE/ZIP: _____

ADDRESS: _____

NAME: _____

CITY/STATE/ZIP: _____

ADDRESS: _____

HOME PHONE: _____

CITY/STATE/ZIP: _____

WORK PHONE: _____

NOTARY: _____

GUARANTOR SIGNATURE: _____

SOCIAL SECURITY #: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

HOME PHONE: _____

WORK PHONE: _____

TERMS AND CONDITIONS OF SALES

1. ACCEPTANCE OF ORDERS: Considered accepted when acknowledged by CAMCO ROOFING SUPPLIES, INC. These Terms and Conditions of Sales constitute the entire Sales Agreement between Purchaser and CAMCO. Act of Purchase shall constitute full acceptance of these terms and conditions of sale.
2. JOB PRICES are based on quantities as quoted by CAMCO. Changes in quantities or items can change prices. Price protection may be quoted Job-by-Job only. All factory direct shipments are made to nearest pallet quantity only.
3. PRICE DURATION: Prices are subject to change without notice.
4. TYPE SHIPMENTS: F.O.B. shipping point, Pickups at our Warehouse, Shipments by Common Carriers, owned or hired equipment.
5. FREIGHT CHARGES: Customer will be charged a Bob Truck Freight Charge to delivery point outside Memphis metro-area. Freight charges by other shipping methods will be charged upon your acceptance. No delivery charge on orders of \$400 or more into Memphis Metro area.
6. DELIVERY SCHEDULES: Reasonable lead time is required to secure materials and schedule deliveries.
7. DELAYS: CAMCO shall not be liable for any delays by Common Carriers, delays caused by riots, war, allocations, labor disputes, accidents, Government requirements, acts of nature, or other cause beyond the control of CAMCO.
8. SHORTAGES OR DAMAGES: Any shortages or damages shall be written on the dray ticket or bill of lading and signed by truck drivers; otherwise, claims will be denied. Damaged materials delivered by our trucks should be left on our trucks for credit or for replacement. On common carrier deliveries notify Camco BEFORE signing dray bills if there is damage or shortages.
9. PURCHASES & DELIVERY: Buyer authorizes deliveries to be made without a signature. Buyer shall have an agent at jobsite to receive materials - if no agent is present, CAMCO may deliver materials and CAMCO'S driver's signature shall be accepted as evidence of delivery. All delivered material becomes the sole responsibility of the buyer thereafter. All risk of loss shall be transferred to buyer. Buyer hereby waives any and all claims, demands, and/or rights in connection with losses or liabilities that may arise from loading of materials upon, or in buyer's or buyer's agent's vehicles, including delivery beyond sidewalks.
10. CUSTOMER UNLOADING: Purchaser agrees to unload trucks promptly upon arrival when sale is for customer unloading or factory direct.
11. DETENTION CHARGES BY COMMON CARRIERS: Purchaser is responsible for charges for time beyond free unloading time as may be charged by carrier.
12. SPECIFICATION/COMPLIANCES: Purchaser shall advise CAMCO of any special product specifications or compliances at time quotations are requested. Should Purchaser order materials to meet specifications that result in added cost to CAMCO, Purchaser agrees to pay the added costs.
13. CANCELLATIONS: Buyer may cancel order prior to delivery with CAMCO's written consent. In this event, Purchaser agrees to pay to CAMCO:
 - (A) Sale price of all products delivered prior to notice to cancel.
 - (B) Any cancellation charges, if any, to CAMCO because of its commitments made on behalf of Purchaser with suppliers.
 - (C) Cost incurred securing, storing, handling, or loss disposing of products caused by the uncompleted sale or delivery to purchaser.

TERMS AND CONDITIONS OF SALES

14. **RETURNS:** Returns of stocked items, purchased at Camco, may be authorized with a 10% re-stock charge. Pick-up of stocked items may be authorized with a 15% re-stock charge or not less than a minimum \$25.00 charge, whichever greater. All returns are to be made to CAMCO's warehouse in original, dry, untornd and undamaged packaging. Non-stock special ordered material is not accepted for return. No returns after 10 days of sale, or on "special sale" items.
15. **DEPOSITS:** Advance payment or deposits may be required before CAMCO will secure non-stocked items, or special orders.
16. **TAXES:** Purchaser shall pay taxes or any other government charges upon sales or delivery of products.
17. **WARRANTY:** CAMCO disclaims at time of sale, all warranty claims or liability of any type either expressed or implied as to purpose, utility, safety, life span, handability, color, hazards or potential hazards. Manufacturer's current warranty available and on display, if any.
18. **TERMS OF PAYMENT:** If CAMCO extends credit, all invoices are due and payable Net, 30 Days or as shown on invoice. A late payment charge of 1-1/2% (18% annually) may be added to all past due balances over 30 days old. Date of payment shall be postmark date on envelope or date shown on check, whichever is later.
19. **PAST DUE ACCOUNTS:** If account becomes past due CAMCO may sell only a cash basis. If CAMCO at any time is not satisfied with the Purchaser's financial situation, CAMCO shall have the right, without prejudice, or legal remedy, to suspend further sales or shipment and require additional security or payment on account.
20. **COLLECTION COST:** Purchaser agrees to pay all reasonable legal expenses and any other costs incurred by CAMCO to collect past due money.
21. **LIEN:** Buyer as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything which has or will have, the effect of releasing, waiving, or surrendering the Lien rights of CAMCO to the property to be improved. No waivers of Lien for materials shall be required of seller until CAMCO has been fully paid. Upon demand, buyer shall immediately furnish CAMCO with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by CAMCO in securing seller's Lien rights in the event of default by the buyer.
22. **LIEN RIGHT NOTICES:** CAMCO may serve notices on all deliveries as a normal course of business activity to protect our lien rights.
 - (A) **ARKANSAS:** Notice must be given to the owner or his agent on a separate sheet of paper prior to the furnishing of material, etc. except where the principal contractor has supplied a performance or payment bond or where the transaction involved a direct sale to the property owner. The signature of the owner or his authorized agent is not required where such notice is delivered by certified mail.
 - (B) **MISSISSPPI:** We may require property owner to furnish a Personal Guaranty Agreement prior to shipment.
23. **MATERIAL ESTIMATE:** Any estimates made by CAMCO are only estimates without guarantee.
24. **MATERIAL SAFETY DATA SHEETS:** Available upon request.
25. **CAMCO RESERVES THE RIGHT TO MAKE MODIFICATIONS OF TERMS & CONDITIONS.**