



Townsend

868 Murray Road • Dothan, AL 36303 • Phone 334-792-5111 • Fax 334-793-0045
www.townsendbuildingsupply.com

Thank you for choosing Townsend Building Supply for your hardware, lumber and building material needs. We pride ourselves in being the region's best and largest independently owned lumber and building material dealer. Our mission is to provide best in class customer service to our customers at prices they know are competitive.

We have a friendly and knowledgeable staff along with a large fleet of delivery vehicles ready to serve you. With six full service lumber yards, one truss plant and an Andersen Window and Door showroom there isn't anything we can't help you with.

As a service to our customers we offer house charge accounts with monthly billing to make your day to day purchasing much easier. These are **NOT** revolving charge accounts so typical terms for these accounts are NET10th with the full balance due on the 10th of each month. These accounts are intended for businesses, professional contractors/remodelers or homeowners that are building their personal house or doing a significant project on their existing house. If you are a homeowner seeking to open an account for occasional household goods or purchases please inquire about opening a "cash" account. Our store managers can provide the form for opening a "cash" account.

Once again, thank you for giving us an opportunity to serve you. Please fill out the enclosed credit application and either return it to one of our locations or submit it via fax or email as indicated at the top of the application. We will review your application promptly.

Thank You,

Michael Townsend

Turner Townsend



BUSINESS CREDIT APPLICATION

868 Murray Rd
 Dothan, AL 36303
 Phone: 334-268-4294
 Email: credit@townsendbuildingsupply.com

Legal Name of Firm: _____ Phone#: _____

Trade Name, if any: _____

Bill To Address: _____ Fax#: _____

City _____ State _____ Zip Code _____

Nature of Business: _____ Years In Business: _____

Tax Exempt/Resale No.: _____ (Please submit copy of exemption or resale certificate)

Are you working with one of our Sales Reps? If so, which one? _____

Is a PO Required for Purchases? **YES** or **NO**

A/P Contact: _____ Email address: _____ Phone: _____

Contractors License No: _____ Federal Tax ID# _____

Construction: Percentage _____ Residential Percentage _____ Commercial

Annual Sales Revenues: _____ Estimate of Monthly Purchases: _____

Type of Ownership: Individual Proprietorship Partnership Corporation LLC State of Incorporation _____

Principal Owners and Officers:

Name: _____ Position: _____

Home Address: _____ Ph: _____ SS#: _____

Name: _____ Position: _____

Home Address: _____ Ph: _____ SS# _____

Bank & Trade References

1. Bank: _____

Account No.: _____ Contact _____

Address: _____

City _____ State _____ Zip: _____

Phone: () _____ Fax: () _____

3. Major Supplier: _____

Address: _____

City: _____ State _____ Zip: _____

Phone: () _____ Fax: () _____

2. Major Supplier: _____

Address: _____

City: _____ State _____ Zip: _____

Phone: () _____ Fax: () _____

4. Major Supplier: _____

Address: _____

City _____ State _____ Zip: _____

Phone: () _____ Fax: () _____

By its execution hereof, Customer hereby agrees to be bound by all the terms and conditions attached hereto and made a part hereof by reference.

TERMS AND CONDITIONS ATTACHED

TERMS AND CONDITIONS

1. CUSTOMER'S OBLIGATIONS.

- A. **Payments.** Payments for all purchases are due within the terms shown on each invoice. Payments not made within our terms are subject to account holder termination at the first default.
- B. **Late Payment Penalty.** If any payment is not received by Supplier on or before the due date, Customer shall be in default under this Agreement and supplier has the option to cease extending credit and to take all available remedies, contained herein, at law or equity, or to continue to extend credit hereunder. Customer agrees to pay interest on all unpaid balances at the rate of 1.5% per month or 18% per annum of the total of each overdue invoice from the date following the due date until the date such balance, plus interest, is paid in full, or the maximum amount permitted by law (whichever is lesser).
- C. **Collection Costs.** In the event that Customer's account is placed in the hands of an attorney or attorneys for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorneys' fees and expenses (whether or not litigation shall be commenced in aid thereof).
- D. **Customer Warranty.** Customer represents to Supplier that the application and financial statements provided to Supplier are true, complete and accurate in all respects.

2. SUPPLIER'S OBLIGATIONS.

- A. **Delivery.** The date of shipment of ordered materials shall be as mutually agreed upon by Supplier and Customer and as described on the Order Acknowledgment. In the event that Customer will be unable to accept delivery of the materials on the date specified on the Order Acknowledgment, Customer agrees to notify Supplier as soon as possible after receipt of the Order Acknowledgment and in any event before the delivery date.
- B. **Shortages, Errors and Defective Material.** All defective material claims must be filed before installing or applying any finish thereto.
- C. **Changes, Cancellations and Returns.** No change to or cancellation of specially ordered or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock Items may be returned for a refund. In-stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier. If approved for return, Customer will receive a refund of the net invoice price less a handling, inspection and restocking charge of twenty percent (20%). No charge will be made for returns due to Supplier error.
- D. **No Sale Obligation.** Nothing herein shall be construed as an agreement by or an obligation of Supplier to sell products to Customer on credit terms or otherwise.

3. **CUSTOMER'S REMEDIES.** In the event that Customer has a complaint with respect to any materials tendered, Customer shall notify Supplier of such complaint, within one (1) day following the tender.

4. **SUPPLIER'S REMEDIES.** Upon Customer's breach of any term of this Agreement, whether by wrongful rejection, repudiation, revocation of acceptance, or failure to make a payment as required hereunder or any other default, Supplier shall have the right to discontinue all deliveries to Customer. In addition, Supplier shall have all rights and remedies provided by the Uniform Commercial Code, and all other rights and remedies available to Supplier under this agreement or any applicable law or equity. All such rights and remedies shall be cumulative and any waiver by Supplier of any of its rights and remedies shall not be construed as limiting Supplier's recourse in any manner. Upon a breach by Customer, Supplier may recover all lost profits and reasonable overhead, as well as all incidental and consequential damages incurred by it.

5. **TITLE TRANSFER AND RISK OF LOSS.** Title to the materials shall remain with Supplier until Customer receives physical possession of the materials. Risk of loss of the materials shall pass to Customer upon delivery of such materials.

6. **CORPORATE STATUS.** Each person signing this Agreement on behalf of the Customer warrants that he is duly authorized to do so. In addition, the Customer agrees to be responsible for and jointly and severally liable to Supplier for all activities on, and orders made through, Supplier's ordering system by employees or agents of Customer.

7. **SEVERABILITY.** In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, or the Contract Documents, but this Agreement and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

8. **PERSONAL GUARANTY.** Supplier, at its sole option, may require prior to the acceptance of this Agreement, or at any time thereafter, one or more owners, officers, members or partners of the Customer, as the case may be, to enter into a separate Personal Continuing Unlimited Guaranty of Payment in form provided by Supplier. Supplier, at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.

9. **CONTRACT DOCUMENTS.** Customer's agreement with Supplier is evidenced by the Credit Application, the terms and conditions contained herein, any price notifications (and subsequent changes thereto) from Supplier to Customer, all invoices, and any permitted amendments, modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon approval of Customer's credit and forwarding of an agreement signed by Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.

10. **INTEGRATION.** This writing, together with the Contract Documents and Personal Guaranty of Payment, if any, constitutes the entire Agreement between Customer and Supplier and is intended by them as the final and exclusive expression thereof. The terms and conditions contained in this Agreement shall control; no terms or conditions contained in any purchase orders, invoices, account statements, order acknowledgments or other writings different from the terms of this Agreement shall be valid. NO MODIFICATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING, SIGNED BY CUSTOMER AND SUPPLIER.

11. **EQUAL CREDIT OPPORTUNITY ACT.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any Customer on the basis of race, color, religion, national origin, sex, marital status, age (provided a Customer has the capacity to enter into a binding contract), derivation of part or all of a Customer's income from a public assistance program, or a Customer's having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this creditor is the Federal Trade Commission.

This signed application serves as authorization for Townsend Building Supply, Inc. to obtain credit information on the above named account and any guarantors signing below.

I hereby acknowledge that I am authorized to sign on behalf of the applying entity.

("CUSTOMER" – Print Name of Business)

TOWNSEND BUILDING SUPPLY, INC.
("SUPPLIER")

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNLIMITED CONTINUING PERSONAL GUARANTY: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned jointly and severally unconditionally with any and all other guarantors of this Credit Agreement, guarantee the prompt and full payment and performance and does hereby promise to pay all of Customer's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (cumulatively "Indebtedness") to Supplier. Indebtedness shall be construed in its most comprehensive sense and, in addition to the above, shall include any and all debts, advances, overdrafts, liabilities, and other obligations of the Customer or any one or more of them, whether now or hereafter existing, made, incurred, or created, whether by operation of agreement or law, and whether absolute or contingent, liquidated or un-liquidated, determined or undetermined, and including all principal, interest, costs of collection, attorney's fees and all other lawful charges, and whether the Borrower is individually or jointly obligated with others and whether or not it becomes unenforceable or recovery of it becomes barred by statute of limitations or other defense to Townsend Building Supply, Inc. and its successors and assigns ("Supplier"). Any act of Supplier consisting of a waiver of any of such terms or conditions or a modification thereof or the granting of any indulgences or extensions of time to Customer, may be done without notice to the undersigned and without releasing the obligations of the undersigned hereunder. The liability of the undersigned shall not be affected by the discharge or modification of the liability of Customer in bankruptcy, any disability or other defense of Customer, or the cessation from any cause whatsoever of the liability of Customer. The undersigned hereby waives any and all personal exemptions under the U.S. or any state Constitution as to any obligation or undertaking by the Guarantor hereunder.

**Corporate officers, owners or managing members only.*

Signed: _____ Date: _____

(Print name)

Signed: _____ Date: _____

(Print name)