

PLEASE READ CAREFULLY

The Applicant whose name appears on Page 1 of this Business Credit Application and to whom an open line of credit may be extended, will be notified in writing and agree as follows:

1. Payment terms are 1% 10th for payment in full, net EOM, unless stated otherwise on each invoice. If the account becomes past due or exceeds credit limit, orders may be subject to hold until the account is current. A 1.5% service charge on past due balances will be charged monthly. Billing cycle is through the end of the month.
2. A \$30 handling charge is assessed to checks returned uncollected.
3. The foregoing statements and accompanying financial statements are correct and were provided to induce GBS Building Supply – US LBM, LLC, hereinafter referred to as GBS, to extend open account credit to the Applicant. The Applicant agrees that a faxed copy of this signed credit application shall be enforceable as an original.
4. In the event of non-payment and the institution of legal proceedings, the Applicant agrees to bear the expense of all legal proceedings, plus a reasonable attorney’s fee equal to 20% of the outstanding balance.
5. Advance notice will be given to GBS of any change in the business structure. In other words, incorporation, changed ownership, etc. Notice will be given by certified or registered letter and acknowledged by return receipt.
6. Credit policies are subject to change at the discretion of the credit department. Upon acceptance of this application, and the issuance of an open line of credit, the Applicant agrees to abide by such credit policies of GBS as are in effect from time to time.
7. Permission is granted as evidenced by my (our) signature(s) below, for GBS or its agents to contact the references listed heron, or any other source for the purpose of obtaining credit information. The creditor, bank or lending institution contacted has my (our) permission to furnish GBS with any and all information requested.

The Applicant Signature: _____

By: _____

Title: _____ Date: _____

Applicant Email Address: _____

Do you want to receive invoices and statements by Email? Please check one:

(No _____ Yes _____) (Daily _____ or Weekly _____) Statement only will email at EOM.

PERSONAL GUARANTY

In consideration of the extension of credit by GBS to the Applicant, when and as it deems appropriate, the undersigned, jointly and severally, do hereby absolutely and unconditionally guarantee payment of whatever amount the Applicant shall at any time be due to GBS on account of goods and materials sold, delivered, furnished, or supplied, together with all costs of collection and reasonable attorney’s fees. This guaranty shall be an open and continuing guaranty, covering any number of transactions, and shall include all indebtedness now owed or hereafter incurred by the Applicant. The undersigned hereby expressly consent to any changes in the form of the indebtedness or obligations of the Applicant and to renewals or extensions thereof. This guaranty shall remain in full force and effect until terminated by the receipt of written notice from the Guarantor to GBS, however any such termination shall not in any manner affect the Guarantor’s liability as to any indebtedness contracted for prior to receipt of such notice by GBS, nor the liability of any other Guarantor. Each Guarantor hereby waives any claim, right or remedy, which such Guarantor may now have or hereafter acquire against GBS that arises hereunder and/or from performance in any claim, right, or remedy of GBS against the Applicant or any security which GBS now has or hereafter acquires, whether or not such claim, right, or remedy arises in equity, under contract, by statute, under common law, or otherwise. The undersigned further agree to pay all expenses and costs of collection, including court costs and reasonable attorney’s fees of 20% of the balance due hereunder, which may be paid or incurred by GBS in the collection of any amounts owed by the Applicant or enforcing this guaranty. The Applicant agrees that a faxed copy of this personal guaranty shall be enforceable as an original.

EACH OF THE UNDERSIGNED PERSONAL GUARANTOR(S), RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTY AND THE CREDIT APPLICATION, HEREBY CONSENT TO, AND AUTHORIZE, THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY GBS FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. In addition, the undersigned hereby acknowledge the information provided on pages 1 and 2 of this application is complete and accurate.

SIGNATURE OF ALL PRINCIPALS REQUIRED

_____	_____	_____
Date	Guarantor	SSN
_____	_____	_____
Date	Guarantor	SSN
_____	_____	_____
Date	Guarantor	SSN