

QUALITY ROOFING SUPPLY CO., INC.

737 Flory Mill Road • Lancaster, PA 17601

Phone 717-569-3089 Fax 717-569-3589

OFFICE USE ONLY

CREDIT LIMIT _____

APPROVED BY _____

DATE APPROVED _____

SALESPERSON _____

CREDIT APPLICATION AND CONTRACT

(Please complete all lines)

FIRM NAME: _____ **Check One:**

Mailing Address: _____ Individual

Business Address: _____ Corporation

_____ Partnership

Building is Owned Rented Date Business Started _____ Phone No.: () _____

CREDIT LIMIT DESIRED _____ EIN#: _____ FAX No.: () _____

Type of Business: Commercial Residential Remodeling Industrial Wholesale

Applicant Builds — Contract _____ % How many homes built per year? _____

PRINCIPALS OF FIRM:

1. Name: _____ SS# _____ Title: _____

Address: _____
Street City State Zip

2. Name: _____ SS# _____ Title: _____

Address: _____
Street City State Zip

3. Name: _____ SS# _____ Title: _____

Address: _____
Street City State Zip

TRADE REFERENCES:

1. Name: _____ Acct. # _____ PHONE NO.: () _____

Address: _____
Street City State Zip

2. Name: _____ Acct. # _____ PHONE NO.: () _____

Address: _____
Street City State Zip

3. Name: _____ Acct. # _____ PHONE NO.: () _____

Address: _____
Street City State Zip

BANK REFERENCES:

1. Name & Branch _____ Account Executive: _____

Address: _____ Phone No.: () _____

Type of Account: _____ Account No.: _____

2. Name & Branch _____ Account Executive: _____

Address: _____ Phone No.: () _____

Type of Account: _____ Account No.: _____

SALES TAX EXEMPT: Yes _____ Exempt # _____ Please attach a copy of certificate

: No _____

PLEASE READ THE TERMS AND CONDITIONS LISTED ON BACK AND SIGN THE CREDIT APPLICATION ON BACK

TERMS AND CONDITIONS

In addition to the terms and conditions set forth in any subsequently executed sales agreement or similar document, all purchases made by Applicant shall be subject to the following terms and conditions:

1. Quality Roofing Supply Company, Inc. ("Quality Roofing") reserves complete discretion concerning all extensions of credit and shall have the right at any time to refuse to extend credit to Applicant or change credit limit without notice.

2. No warranty is made by Quality Roofing relating to the quality of materials provided by it to Applicant. All materials are subject to a manufacturer's warranty and any claim relating to such materials shall lie exclusively against the manufacturer. Quality Roofing shall not, under any circumstances, be liable to Applicant or to any other person for lost profits, additional expenses incurred in replacing defective materials, or any other special, incidental, indirect, consequential losses, delay damages, or damages of any kind whatsoever. NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS, STATUTORY OR IMPLIED SHALL APPLY TO ANY MATERIALS SOLD BY QUALITY ROOFING.

3. Applicant acknowledges that shipping dates stated by Quality Roofing, are only estimates and do not represent a set time for performance. Time will not be of the essence unless Quality Roofing agrees in writing to that effect.

4. Applicant acknowledges and agrees that all purchases made by it shall be paid for in accordance with such payment terms as may from time to time be established by Quality Roofing. Any invoice not paid in full within the terms stated on invoice will be subject to a finance charge of one and one-half percent (1-1/2%) per month, and balances under \$25.00 will be subject to a minimum finance charge of \$.50 per month.

5. Applicant hereby grants to Quality Roofing a security interest in all materials sold by Quality Roofing to Applicant, on open book account or pursuant to written or oral contract, to secure the prompt and full payment of any and all amounts now or at any time hereafter owing by Applicant to Quality Roofing. So long as any balance remains owing from Applicant, Quality Roofing shall have all rights of an unpaid secured creditor under the Pennsylvania Uniform Commercial Code and all other rights and remedies available at law or in equity.

6. This Credit Application and any subsequent contract of sale between Quality Roofing and Applicant, shall be deemed to have been entered into at the home office of Quality Roofing in Lancaster, Lancaster County, Pennsylvania. Applicant acknowledges and consents to the exercise of jurisdiction by the Courts of Common Pleas of the Commonwealth of Pennsylvania. Applicant further agrees that venue for any lawsuit brought by Applicant, its successors or assigns, against Quality Roofing for whatever reason, shall lie exclusively in the Court of Common Pleas of Lancaster County, Pennsylvania.

7. In the event that Applicant's account is referred to an attorney or collection agent for collection, Applicant agrees that Quality Roofing Supply Company, Inc. shall be entitled to collect, in addition to principal and accrued finance charges, an attorney's fee of fifteen percent (15%) thereof and/or collection fees.

8. This Credit Application and any transactions pursuant thereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Applicant agrees to provide Quality Roofing Supply Co., Inc. with written notice of any change in Applicant's name, address, ownership or form of business entity.

10. Applicant hereby authorizes Quality Roofing to contact any bank, credit or trade reference to verify the Applicant's credit standing and/or assets and hereby authorizes those parties to release all pertinent information to Quality Roofing.

By signing below, each undersigned individual acknowledges that he or she has read the terms and conditions above and that he or she understands that those terms and conditions have legal consequences to the Applicant.

By: _____
Signature

By: _____
Signature

By: _____
Print/Type

By: _____
Print/Type

Relationship to Applicant: _____

Relationship to Applicant: _____

GUARANTY

In consideration of the credit which has been or which may in the future be extended to Applicant, and pursuant to the Terms and Conditions contained in the Credit Application and Agreement, each undersigned hereby personally guarantees the prompt and full payment of all amounts now or hereafter owing by Applicant to Quality Roofing. Each of the undersigned further agrees that the foregoing guaranty is continuing, absolute and unconditional and may be enforced against any of the undersigned individually, jointly or in any combination, without first proceeding against Applicant. Each of the undersigned waives any right to be released by reason of any extension of time or change in terms of payment and any other defense now or hereafter available, except the defense of payment.

By signing below, each undersigned individual acknowledges that he or she has read the Terms and Conditions above, that he or she understands that these Terms and Conditions have legal consequences both to the Applicant and to the undersigned individually and that he or she agrees to be bound thereby.

SIGNED: _____

SIGNED: _____

DATE: _____

SIGNED: _____

SIGNED: _____

DATE: _____

Spouse

Spouse

Do Not Write Below This Line—For Office Use Only

D&B Rating _____ Credit Limit _____ Terms _____

ACCEPTED: QUALITY ROOFING SUPPLY CO. INC. By _____ Title _____