



CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

| | | | | |
|-------------|----------|--------------|--------------|-------------|
| ACCOUNT NO. | APPROVED | NOT APPROVED | LOCATION NO. | SALESPERSON |
|-------------|----------|--------------|--------------|-------------|



(Please print)

| | | | | |
|--|--|----------------------------|---|-------------|
| (CHECK ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIPSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP | | | | |
| FULL COMPANY NAME / OR INDIVIDUAL NAME / OR CUSTOMER NAME | | | E-MAIL ADDRESS | |
| ADDRESS - STREET NO. and STREET NAME | | CITY | STATE | ZIP |
| PHONE () | | FEDERAL I.D.# | HOW MANY YEARS IN BUSINESS UNDER CURRENT NAME YEARS MONTHS | |
| COMPANY / INDIVIDUAL BANK ACCOUNT WITH: | | LOAN OFFICER / BANKER NAME | | ACCOUNT NO. |
| PHONE NO. | | BUILDER'S LICENSE NO. | CELL # | |
| AUTHORIZED CHARGERS | | | PURCHASE ORDERS REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| COMPANY WEBSITE | | | | |

PRINCIPALS OF COMPANY

| | | | | | |
|------------|--------------|------|-------|-------------------|--|
| NAME | TITLE | | | SOC. SECURITY NO. | |
| BIRTH DATE | HOME ADDRESS | CITY | STATE | ZIP | |
| NAME | TITLE | | | SOC. SECURITY NO. | |
| BIRTH DATE | HOME ADDRESS | CITY | STATE | ZIP | |
| NAME | TITLE | | | SOC. SECURITY NO. | |
| BIRTH DATE | HOME ADDRESS | CITY | STATE | ZIP | |

CREDIT REFERENCES

| COMPANY | PHONE NUMBER | FAX NUMBER |
|---------|--------------|------------|
| 1) | | |
| 2) | | |
| 3) | | |
| 4) | | |
| 5) | | |

THE UNDERSIGNED (hereafter "Customer") ACKNOWLEDGE(S) & AGREE(S) TO THE TERMS OF THIS AGREEMENT BY AND BETWEEN CUSTOMER AND HINES BUILDING SUPPLY - USLBM LLC -dba HRS (hereafter "Hines Roofing & Siding") AND HINES BUILDING SUPPLY - USLBM LLC (hereafter "Hines"), BY EXECUTING THIS CREDIT APPLICATION/SALES AGREEMENT. THE UNDERSIGNED JOINTLY AND SEVERALLY AGREE(S) TO COMPLY WITH ALL PROVISIONS HEREOF, AND TO PAY ALL SUMS AND CHARGES ON THIS OR ANY PAST, PRESENT OR FUTURE ACCOUNT OPENED AND / OR MAINTAINED IN ANY ACCOUNT NAME, REGARDLESS OF THE CAPACITY IN WHICH SIGNED: THE UNDERSIGNED ACKNOWLEDGE(S) THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. MOREOVER, USE OF AN ELECTRONIC SIGNATURE BELOW SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE, AND BY USE OF SAID ELECTRONIC SIGNATURE, CUSTOMER REPRESENTS THAT HE IS AUTHORIZED TO SIGN THIS CREDIT APPLICATION/SALES AGREEMENT AND HRS / HINES HAS THE RIGHT TO RELY ON VALIDITY OF SAID ELECTRONIC SIGNATURE.

CUSTOMER GRANTS HINES AND HRS PERMISSION TO INVESTIGATE/VERIFY CREDIT INFORMATION OF APPLICANT AND ITS AGENT(S) AND GUARANTOR(S) HEREBY AUTHORIZE ANY AND ALL BANKS, FINANCIAL INSTITUTIONS, AND OTHER CREDIT REPORTING AGENCIES TO FURNISH CREDIT INFORMATION TO HINES AND HRS TO BE USED FOR THE PURPOSE OF EXTENDING CREDIT TO THE APPLICANT.

SIGNATURE

NAME (Please Print)

NAME (Please Print)

TERMS OF SALE

1. **PRICES:** All prices are subject to price in effect at time of shipment. All price quotations are valid only for materials shipped during the month indicated on the quotation or price list. All prices quoted without sales tax shall have such tax added thereto. Plans, estimates and take offs are solely estimates and are not guaranteed.
2. **TERMS:** Payment to HRS / Hines is due in full within thirty (30) days of the date of invoices issued by Hines / HRS.
*****EXCEPTION TO TERMS***** IF A CONSTRUCTION LOAN IS OBTAINED, OR THE END MORTGAGE CLOSING OCCURS, OR FUNDS GENERALLY DESIGNATED FOR PAYMENT OF LUMBER AND BUILDING SUPPLIES ARE ADVANCED TO CUSTOMER, PAYMENT TO HRS / HINES IS DUE AND PAYABLE AT THE TIME OF SUCH LOAN CLOSING OR ADVANCED OF FUNDS. If such a job is not paid immediately after such a loan closing or advance of funds, the officers or other individuals signing for Customer shall automatically and unconditionally become joint and several personal guarantors of the payment of said job.
3. **TIME PRICE DIFFERENTIAL (SERVICE CHARGE) OF 2 PER CENT PER MONTH** or the maximum allowed by state law, whichever is less shall be added after expiration of the terms or sale.
4. **WAVERS OF LIEN:** Full payment required prior to, or at time of issuance.
5. Any business principal individually grants HRS / Hines permission to investigate and verify their individual credit information at the sole discretion of HRS / Hines for the purpose of extending credit to the applicant.
6. The Customer grant(s) HRS / Hines permission to report information to proper persons and / or credit bureaus.
7. All stock items returned to HRS / Hines for credit are subject to a handling charge of up to 25%. No credit allowed on special millwork, special order items, non-stock items, other specialty merchandise, nor on dirty, damaged or on unusable merchandise.
8. This agreement, and any agreement hereto, is subject to continuous credit approval. Any amendments to, or deviations from, this agreement must be in writing, duly executed by an authorized HRS / Hines representative. This agreement supersedes all prior agreements, unless otherwise stated, and governs all purchases made by Customer.
9. If Customer issues purchase orders or other documents relating to any purchases, and any terms thereof conflict with the terms herein, the terms and conditions of this agreement shall govern.
10. Delivery of merchandise to the construction site constitutes delivery to Customer, regardless of whether Customer or his agent is at the site at the time of delivery. HRS / Hines shall not be responsible for failure or delay in delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by HRS / Hines regardless of the cause of delay.
11. In the event a construction lien is filed against a project, all discounts are subject to revocation at discretion of HRS / Hines. All discounts are applicable so long as Customer's account(s) with respect to any purchases is not in default.
12. Default: Should any default be made in any of the terms hereunder, all amounts owed by Customer shall become immediately due and payable. In the event the account is placed for collection, Customer and Guarantors agree to pay all expenses of collection to the extent permitted by law including, but not limited to, attorney's fees incurred by HRS / Hines.
13. All claims MUST be made in writing within five days of delivery. Any claims for adjustments or corrections of billings must be made within five days of receipt of invoice.
14. The parties consent that any action or litigation between the parties to this agreement may be brought in any jurisdiction in which HRS / Hines conducts business, at the option of HRS / Hines. This agreement shall be governed by and enforced in accordance with the laws of the State of Illinois.
15. All manufacturer's warranties for material sold by HRS / Hines shall be assigned to customer. All labor performed by HRS / Hines is warranted to be free from improper workmanship for a period of (1) year from date of performance.
16. **WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO WARRANTIES MADE WITH RESPECT TO THE FURNISHING OF LABOR OR MATERIALS BY HRS / HINES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANT ABILITY.
17. **LIMITATION OF REMEDIES:** IN NO EVENT SHALL HRS / HINES BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. CUSTOMER ACKNOWLEDGES THAT THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES AND LIABILITIES, EXPRESS OR IMPLIED, AND ACKNOWLEDGES THAT HRS / HINES SHALL HAVE NO LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.
18. This agreement shall govern and apply to any purchases, whether for materials or services, made by Customer from HRS / Hines, or any division or predecessor thereof, at any time whatsoever, whether past, present or future. IN THE EVENT THAT ANY TERMS OF THIS AGREEMENT CONFLICT WITH TERMS OF ANY OTHER EXISTING PURCHASE AGREEMENTS BETWEEN HRS / HINES AND CUSTOMER, INCLUDING WITHOUT LIMITATION, ANY WRITING SUBMITTED AT ANY TIME BY CUSTOMER TO HRS / HINES (WHETHER OR NOT SIGNED BY HRS / HINES) THEN, IN EACH INSTANCE, THE TERMS OF THIS AGREEMENT SHALL PREVAIL IN ALL RESPECTS, NOTWITHSTANDING ANY LANGUAGE IN SUCH OTHER AGREEMENT TO THE CONTRARY. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO ANY EXTENSION OF CREDIT HEREUNDER.
19. **GOVERNING LAW:** This Agreement shall be deemed to be executed, delivered and accepted at Universal's / Hines's corporate office located at 1000 Corporate Grove Dr, Buffalo Grove, IL 60089 and shall be construed pursuant to and in accordance with the Laws of the State of ILLINOIS.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL TERMS STATED ON BOTH SIDES OF THIS DOCUMENT _____ / _____
INITIALS DATE

UNCONDITIONAL PERSONAL GUARANTY

For good value and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Hines Building Supply - USLBM LLC dba HRS (hereafter "Hines Roofing & Siding") and Hines Building Supply - USLBM LLC (hereafter "Hines") and / or any subsidiary or affiliates thereof (collectively, along with their respective successors and assigns, hereinafter HRS) to extend credit to Customer, as identified above, the undersigned Guarantor(s) (collectively, "Guarantor") does hereby unconditionally guarantees the due and punctual payment to HRS / Hines of any and all of Customer's liabilities and obligations ("Obligations") owed to HRS / Hines when the same become due. If there are more than one Guarantor, this Guaranty shall be and is a JOINT and SEVERAL obligation. Guarantor hereby waives all notice, presentment for payment, demand, protest, notice of protest, nonpayment and dishonor. Guarantor further waives any requirement that any action be brought against the Customer or that resort be had first against any collateral or other security before enforcement of this Guaranty.

Guarantor agrees that all guarantors, sureties, and endorsers shall be jointly and severally bound and liable under this Guaranty. The release of any one or more guarantors or the securing or release of any guarantors, sureties or endorsers or the taking or release, in whole or in part, of any other collateral as security for this instrument shall not release, alter or otherwise affect Guarantor's liability hereunder. Furthermore, Guarantor agrees that the extension, modification or amendment of any terms of Customer's Obligations, with or without notice to Guarantor, shall not release, alter or otherwise affect Guarantor's liability hereunder in any manner whatsoever.

In the event HRS / Hines or the holder of this instrument initiates any legal proceedings or incurs any costs or expenses, including but not limited to attorneys' fees and collection costs, in exercising or enforcing any of Universal's / Hines's rights or remedies under the Credit Application, Guaranty & Master Sales Agreement ("Agreement"), Guarantor agrees such costs and expenses and attorney's fees, may be added to the balance due and Guarantor shall be liable for payment of Universal's / Hines's costs, expenses and attorney's fees as an additional obligation under this Guaranty.

Guarantor hereby consents to and authorizes HRS / Hines to use or obtain from time to time one or more non-business consumer credit reports on Guarantor, as principal, proprietor and / or guarantor, in connection with the extension or continuation of business credit as contemplated by the Agreement or for any other purpose permissible under the Federal Fair Credit Reporting Act and / or other applicable law.

This guaranty shall be deemed made upon the execution and delivery hereof by Guarantor, upon each extension of credit by HRS / Hines to Customer and upon each incurrence of any Obligations by Customer.

Moreover, use of an electronic signature below shall have the same force and effect as an original signature, and by use of said electronic signature, guarantor(s) represent(s) that he/she is authorized to sign this Personal Guaranty and HRS / Hines has the right to rely on validity of said electronic signature(s).

PERSONAL GUARANTORS

SIGNATURE DATE

NAME (Please Print) SOCIAL SECURITY NO.

STREET ADDRESS

CITY/STATE/ZIP

WITNESS

SIGNATURE DATE

NAME (Please Print) SOCIAL SECURITY NO.

STREET ADDRESS

CITY/STATE/ZIP

WITNESS