



CREDIT APPLICATION
COMMERCIAL TRANSACTION ACCOUNT
 193 Silver Sands Road, PO Box 120280
 East Haven, CT 06512
 Phone 203-469-2394 Fax 203-469-0807



Business Name:	Salesperson:
Street Address:	Phone:
City/State/Zip:	Cell #:
Email:	Fax #:

PERSONAL GUARANTOR OR INDIVIDUAL BUYER		
Home Address:	City/State/Zip:	
Applicant's Name:	SSN:	
Spouses Name:	SSN:	
Phone:	Cell:	Fax:

BUSINESS SECTION		
Type:	Tax ID#:	
Tax Exempt #:	Home Imp. License #	
Year Established		
Officers	Address	Social Security #

ALL ENTITIES MUST COMPLETE THIS SECTION		
Type of Work: New Construction [] Remodel [] Addition []	Credit Limit Requested:	
Address of Initial Delivery:	City:	
Near/Off Road:		
Property In Name Of	Date Purchased:	
Trade References:		
Name	Address	Account #
Bank Check Acct. #:	Bank Contact:	
Bank Name:	Bank Phone #:	

AUTHORIZATION

I/we authorize the above-listed trade, bank and consumer reporting agencies to release to East Haven Builders Supply - US LBM, LLC and/ or any of its other subsidiaries or divisions, any and all information and records relative to open accounts, pertinent to the grading of credit, including consumer reports as provided for by the Fair Credit Reporting Act. I/we further acknowledge that a copy of this authorization is as valid as the original.

It is also acknowledged that the information supplied herein is for the purpose of obtaining credit with East Haven Builders Supply - US LBM, LLC and/or any of its other subsidiaries or divisions, and it is true and correct to the best of my/our knowledge.

The undersigned unconditionally guarantees the payment of all sums due to East Haven Builders Supply - US LBM, LLC and/or any of its other subsidiaries or divisions, shall be entitled to interest at the rate of 1.5% per month on all outstanding balances as well as all costs of collections, including reasonable attorney's fees. The undersigned further waives their rights to notice and hearing under Chapter 903a of the Connecticut General Statutes, Section 52-278a et al pertaining to prejudgment remedies.

Personal Guarantor or Individual Buyer

Date

Personal Guarantor or Individual Buyer

Date

CREDIT AGREEMENT

In consideration of East Haven Builders Supply - US LBM, LLC and/or any of its other subsidiaries or divisions, (herein referred to as the seller) extending credit to the Buyer. Buyer agrees to the following terms and conditions. These terms and conditions control over any conflicting provisions contained in any contracts, documents, purchase orders, confirmations or the like from Buyer. The Seller or its agent is authorized to investigate all credit references provided and to obtain and investigate other data pertaining to the Buyer's financial responsibility.

- 1. Payment Terms:** The Buyer(s) agrees fully to pay for all products and services, within 30 days from the date of the statement.
- 2. Finance Charges on Late Balances:** The Buyer(s) agrees to pay a finance charge of 1.5% per month (an annual rate of 18%) on balances older than 30 days.
- 3. Return Policy:** A 10% charge will be made for merchandise returned if 100% acceptable. No merchandise may be returned for credit after 30 days. Special orders are not returnable.
- 4. Collection Costs:** The Buyer(s) agrees that if their account must ever be placed into the hands of an attorney or collection agency for collections, or if the account requires the expenditure of monies for costs and expenses in prosecuting the collection thereof, either through the courts or otherwise, that the Buyer(s) will pay all reasonable costs and expenses incurred in connection therewith, including collection agency charges and reasonable attorney's fees and costs.
- 5. Prior Dealings:** No course of prior dealings between parties were considered in negotiating this agreement, nor shall any prior dealings supplement or explain its terms.
- 6. Notice & Hearing Waiver and Prejudgment Remedies:** The Buyer(s) and/or guarantor(s) agree to waive any rights to notice and hearing under any laws, state or federal. The Seller shall have the right to attach the real and personal property of the Buyer(s) and/or account. The Buyer(s) and/or guarantor(s) waive its rights to notice and hearing under Chapter 903a of the Connecticut General Statutes, Section 52-278a-n, pertaining to prejudgment and remedies.
- 7. Default by the Buyer(s):** The Buyer(s) and guarantor(s) agree to waive notice of acceptance of the guaranty, the right of trial by jury in any action hereunder, notice of any default by the Buyer(s) and the requirement that the Seller take any action against the Buyer(s) as a condition of the Seller's exercise of its right against the Buyer(s) and/or guarantor(s).
- 8. Uniform Commercial Code:** The Seller shall have all the remedies enumerated in Connecticut's Uniform Commercial Code, Sections 42a-10-104 of the Connecticut General Statutes.
- 9. Personal Guarantee:** The Buyer(s) understand and agree that this agreement requires an individual guarantee on any debt due to the Seller. The undersigned, therefore, on behalf of himself, as an individual, as well as on behalf of any corporation or partnership which the undersigned may represent if signing this in a representative capacity, in consideration of the extension of credit and/or the sale of merchandise to the undersigned, as an individual, does hereby guaranty any and all sums due the Seller on behalf of the Buyer or any other corporation or partnership that the undersigned represents. The undersigned also further, as guarantor, waives all his rights to notice of hearing required under Chapter 903a of the Connecticut General Statutes #52-27a-n pertaining to prejudgment remedies and waives any right to claim a jury trial in the event that litigation is commenced to collect any sums due the Seller pursuant to this agreement in his individual capacity.
- 10. Integrated Agreement:** The parties agree that this writing is the complete and fully integrated embodiment of their agreement. No modification of this agreement may be made unless it is in writing and signed by the parties.
- 11. Governing Law:** This agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut.

The Buyer

Date

The Buyer

Date