



CREDIT APPLICATION

COMMERCIAL TRANSACTION ACCOUNT
193 Silver Sands Road, P.O. Box 120280 East Haven, CT 06512
Phone 203 469-2394 Fax 203 469-0807



Salesperson _____

Business Name: _____

Address: _____

City/State/Zip: _____

Phone # _____ Cell # _____ Email _____ Fax _____

PERSONAL GUARANTOR OR INDIVIDUAL BUYER

Home Address _____ City/State/Zip _____

Applicants Name _____ S.S.# _____

Spouses Name _____ S.S.# _____

Phone # _____ Cell # _____ Fax _____

BUSINESS SECTION

Type: Proprietorship () Partnership () Corporation () LLC ()

Tax ID # _____ Tax Exempt # _____ Home Improvement License # _____
(certificate must be attached before Acct. is open)

Type of Business _____ Year Established _____

Officers	Address	Social Security #
_____	_____	_____
_____	_____	_____

ALL ENTITIES MUST COMPLETE THIS SECTION

Credit Limited Requested: \$ _____

Type of Work: New Const. () Remodel () Addition ()

Address of Initial Delivery _____ City _____

Near/Off Road _____

Property In Name of _____ Date Purchased _____

Construction Mortgage \$ _____ Held by _____

Land Mortgage \$ _____ Held by _____

Trade References:

Name	Address	Account #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank Checking Acct # _____ Bank Contact _____

Bank Name _____ Bank Phone # _____

AUTHORIZATION

I/we authorize the above-listed trade and bank references 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, notes, mortgages and average deposit balances pertinent to the grading of credit by this application, 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, by the business entity, principals and partners listed above.

The undersigned further agrees that in the event of non-payment of any sums due 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 collection including reasonable attorney's fees. The undersigned further waive their rights to notice and hearing under Chapter 903a of the Connecticut General Statutes, Section 52-278a et al pertaining to prejudgement 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 Prejudgement 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 prejudgement 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 of 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 of his rights to notice of hearing required under Chapter 903A of the Connecticut General Statutes #52-27a-n pertaining to prejudgement 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