METAL ROOFING SYSTEMS

Credit Application - Sales Agreement - Guaranty

Customer Name: _____ d/b/a _____

Mailing Address: _____ City: _____ County _____ State: _____ Zip: _____

Physical Address: _____ City: _____ County _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____ Website: _____

To recieve all future Invoices via email please fill out addresses.

Primary Email: _____ Secondary Email: _____

Corporation (☐) Partnership (☐) LLC (☐) Sole Proprietor (☐) State and Year of Formation: _____ Under Present Ownership Since: _____ Federal Tax ID: _____

Name-Address of Parent or Affiliated Companies: _____ Can you supply a current financial statement? Yes☐ No☐

Person to Contact Regarding Accounts Payable: _____ Phone_____ Email_____

Type of Business_____ Requested Credit Limit _____ Tax Exempt? Yes☐ No☐

All Owners-Officers-Partners Names	Title	Home Address	Social Security Number	Drivers License Number

Trade References: List three (3) Supplier References with complete addresses, phone numbers and account numbers:

Name	Address	City	State	Zip	Phone	Fax #	Acct #

Bank Reference (Name & Branch) _____ Address: _____

Name of Account Officer: _____ Account# _____ Phone: _____

FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENTS AND AUTHORIZES MRS TO OBTAIN AND UTILIZE A CONSUMER CREDIT REPORT AT ANY TIME AND FROM ANY SOURCE ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO EVALUATE THE CREDIT WORTHINESS OF THE CUSTOMER AND THE GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS AGREEMENT.

	Signature	Print Name	Social Security Number	Phone
Individual:				
Individual:				

Personal Guarantee: This two page, Credit Application - Sales Agreement - Guaranty (the "Agreement") is by and between the Customer identified above, the undersigned guarantor(s) and Metal Roofing Systems Inc, its affiliates, subsidiaries, successors, and assigns (Metal Roofing Systems). For value received and to induce MRS to extend credit to Customer, by signing below, I am personally, jointly and severally, irrevocably, continually and unconditionally, guaranteeing the Customer's account and all obligations, indebtedness and liabilities owed by Customer to MRS now existing or arising in the future. I waive all notices and demands of any kind and hereby agree to any arrangements or agreements between MRS, Customer or other guarantor, including without limitation to a change in the amount of credit extended to Customer, terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by Customer or any other guarantor, and I agree the same shall in no way reduce, impair, discharge or release my guaranty obligation. I agree MRS may enforce this guaranty against me and pursue payment from me, without having to first seek payment from, sue, or exhaust its remedies, against Customer or other guarantor. The incorporation, merger, sale, or reorganization of Customer or MRS will not terminate or affect my guaranty obligations which will continue as to credit extended to or by such other entity. This guaranty is continuing and absolute and shall continue in force until the earlier of one hundred (100) years from the date this personal guarantee was signed, or seven (7) days after written notice of termination is received and receipt is acknowledged in writing by a MRS Credit Manager, except that such termination shall not affect the liability of guarantor with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, or fees, costs, or expenses, including reasonable attorney fees, incurred with respect to, such obligations on or after such date. Venue for any dispute or litigation arising from or related to this Agreement shall be in any county where a MRS store is located from which the Customer purchased goods or conducted business with MRS. Upon demand by MRS, and in addition to Customer's indebtedness, I agree to pay all costs incurred by MRS enforcing its rights or collecting monies due under this Agreement, including filing and foreclosing liens, reasonable attorney fees, court costs, and pre and post judgment interest accruing at the lesser of 1 ½ percent per month or the highest rate allowable by the laws of the state where the MRS store is located from which Customer purchased goods or conducted business with MRS. I warrant and represent that the information provided by me and the Customer in this Agreement is true, complete and correct and that MRS is relying upon the information provided by the Customer in this Agreement and my guaranty to determine whether to extend credit to the Customer and in what amount. I authorize MRS to obtain and check my credit and financial information at any time and from any source. If any term or provision of this Agreement is found invalid or unenforceable, such provision shall be severed out and shall not invalidate the remainder of the Agreement.

Guarantor:	Signature	Print Name	Social Security Number	Phone	Date	Guarantor:
	Signature	Print Name	Social Security Number	Phone	Date	

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Credit Application – Sales Agreement - Guaranty

SALES AGREEMENT

This two page Credit Application - Sales Agreement - Guaranty (the "Agreement") is by and between the Customer identified on page one, the guarantors and Metal Roofing Systems, and its affiliates, subsidiaries, successors, and assigns (Metal Roofing Systems). Customer expressly agrees that all purchases made now and in the future from MRS shall be in accordance with the terms and conditions in this Agreement, unless otherwise agreed to in writing by MRS. The undersigned warrants and represents that he/she is authorized to enter into this Agreement on behalf of the Customer and bind the Customer in the purchase or rental of goods, materials and/or equipment from MRS.

1. Terms of sale are Net 30 unless otherwise agreed to in writing by the MRS manager. Payments for materials purchased in one month are due the following month or the account is past due. Accounts not paid within 10 days from due date are in default and may be placed on COD basis until the account is paid in full. In consideration of MRS extending credit to Customer, the Customer promises full and prompt payment of all indebtedness, obligations and liabilities of every kind, present and future, incurred by the Customer for good, products or services purchased or rented from MRS. If Customer's account is referred to an attorney or collection agency, Customer agrees to pay upon demand from MRS, all costs of collection, including reasonable attorney fees, court costs, costs incurred perfecting and foreclosing liens, and pre and post judgment interest, which will accrue at the lesser of 1 ½ percent per month or the highest rate allowable by the laws of the state where the MRS store is located from which Customer purchased goods or conducted business with MRS. Finance Charges on past due accounts will be assessed at the lesser of 1 ½ percent per month (APR of 18%) or the highest rate permitted by the laws of the state where the MRS store is located from which Customer purchased goods or conducted business with MRS. Returnable items may be subject to a 25% restocking fee. Payments should be made at or sent to the address of the MRS store provided on the invoice sent by MRS to Customer unless MRS instructs the Customer in writing to do otherwise. If Customer pays with a check, Customer authorizes MRS to convert Customer's check to an Electronic Funds Transfer (EFT). If Customer's EFT is returned unpaid for any reason, Customer agrees to pay a fee, the lesser of $35.00 or the highest amount allowed by the applicable law.

2. Customer and its owners, officers and principals warrant and represent that the information provided by Customer in this Agreement is true, complete and correct; and acknowledge that MRS is relying upon this information to determine whether to extend credit to Customer and in what amount. Customer authorizes MRS to obtain and use credit reports and/or other credit information on Customer, its owners, officers and principals. MRS shall not be required to extend credit or be bound by the credit limits granted or set by a different MRS store to Customer and each MRS store may extend credit to Customer as each store deems appropriate. Upon request by MRS, Customer agrees to timely cooperate and supply additional information to MRS to warrant future extensions of credit to Customer or to assist MRS in perfecting lien or bond claims. MRS and Customer agree that Customer is not a "consumer" under State and Federal Law and all extensions of credit are for business purposes only. The Customer agrees it has a continuing duty and will inform MRS immediately in writing by certified mail return receipt requested of any changes to the information provided by Customer in this Agreement.

3. **MRS SELLS ALL PRODUCTS TO CUSTOMER "AS IS, WHERE IS". CUSTOMER UNDERSTAND AND ACKNOWLEDGES THAT MRS DOES NOT MANUFACTURE THE PRODUCTS IT SELLS AND THEREFORE, MRS MAKES NO REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, AND/OR GUARANTEES WITH RESPECT TO THE PRODUCTS IT SELLS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY IMPOSED ON MRS SHALL BE LIMITED TO THE REPLACEMENT OF THE PRODUCT AND MRS WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INJURY TO PERSONS, DAMAGE TO ANY BUILDING OR CONTENTS THEREOF, DAMAGE TO PROPERTY, DRIVEWAYS, SIDEWALKS OR LANDSCAPING, WHETHER FOR ITS SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE SO THE ABOVE EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU.**

4. Venue for any dispute arising from or relating to this Agreement, goods purchased by Customer, or Customer's relationship with MRS shall be in any county where the MRS store is located from which the Customer purchased goods or conducted business with MRS.

5. This Agreement is the complete written expression of the parties' agreement and supersedes any prior agreements between Customer and MRS and can only be modified in writing. The Agreement will continue until terminated by MRS or by the Customer in writing. No failure or delay by MRS to exercise any right, power or remedy shall constitute a waiver. If any term or provision of this Agreement is found invalid or unenforceable, such provision shall be severed out and shall not invalidate the remainder of the Agreement.

6. EQUAL CREDIT OPPORTUNITY ACT (ECOA) - THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVENUE, NW, WASHINGTON, D.C. 20580.

By signing below, I warrant and represent that I have carefully read the terms of this Agreement.

_____	_____	_____
Signature of Customer's Authorized Officer-Owner-Principal-Agent	Print Name and Title	Date