



Foundation Building Materials
Founded on Principle • Built with Purpose

COMMERCIAL CREDIT AGREEMENT

ABOUT YOUR BUSINESS (hereinafter referred to as "CUSTOMER")

Business Name		Billing Address		City	ST	Zip Code	County
Physical Location Address (if different than billing address)				City	ST	Zip Code	County
Business PH #	Business FX #	Type of Jobs: Residential Commercial Multi-Family Remodeling Other	Net Worth	Annual Volume	Tax Exempt? Yes No If yes, please attach certificate. Exempt #:		Estimated Monthly Purchases
Business Type: Corporation Partnership Sole Owner LLC		Business Start Date	Nature of Business	Federal Tax Payer ID #	State of Registration		State Contractor's License #
Person to contact about payment		Phone #	Fax #	Email Address		Driver License # of person signing checks for payment of acct:	
PO Required? Yes No	Email invoices to: Invoice Preference: Daily Weekly ___ Monthly			Have you, or any company in which you have been a principal, been sued or filed bankruptcy? Yes No If yes, please explain in detail and attach to this AGREEMENT.			

PRINCIPALS IN YOUR BUSINESS (APPLICANT/GUARANTORS, please complete all blanks.)

Name	Position	Social Security No.	E-Mail Address	Mobile Phone #
Home address			City	ST Zip Code County
Name	Position	Social Security No.	E-Mail Address	Mobile Phone #
Home address			City	ST Zip Code County

BUILDING SUPPLY REFERENCES (APPLICANT/GUARANTORS, please complete all blanks.)

Name	City	ST	Phone #	Fax #	Years	Terms	High Credit \$

BANK REFERENCES (APPLICANT/GUARANTORS, please complete all blanks.)

Bank Name	Address		City	ST	Zip Code	Phone #
<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Loan	Officer to Contact		Officer's Email		Date Opened	
Acct No:						
Bank Name	Address		City	ST	Zip Code	Phone #
<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Loan	Officer to Contact		Officer's Email		Date Opened	
Acct No:						

APPLICANT Please email or fax signed Credit Agreement to: ar-support@FBMsales.com or FAX: 616-365-5198

FOR FBM USE ONLY – SALES REP: ALL FIELDS MUST BE COMPLETED BEFORE SUBMISSION FOR CREDIT APPROVAL						
Branch:	Price Code Format: ##Letter# CPT:	Sales Rep Name:	Sales Rep ID:	Who accepted credit app?	Please check up to 3 product lines that apply to this customer: <input type="checkbox"/> Res D/W-2010 <input type="checkbox"/> Windows/Siding-2075 <input type="checkbox"/> Ceilings-2065 <input type="checkbox"/> EIFS-2062 <input type="checkbox"/> Com D/W-2030 <input type="checkbox"/> Commercial Doors-2077 <input type="checkbox"/> Insulation-2060	
FOR CREDIT DEPT:		Approved Denied	Who approved/denied?		Starting Credit Limit \$	



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The undersigned CUSTOMER acknowledges that it has executed this Commercial Credit Agreement ("AGREEMENT"), for the purpose of inducing Foundation Building Materials, LLC, along with all of its subsidiaries listed on Foundation Building Materials, LLC's website (WWW.FBMSALES.COM), collectively referred to hereinafter as FBM, to extend credit to CUSTOMER. FBM represents, and CUSTOMER understands and agrees, that FBM owns the entities, subsidiaries and trade names identified in the Terms and Conditions contained on FBM's website WWW.FBMSALES.COM/FBM-CREDIT/, along with all entities which FBM acquires after the date of execution of AGREEMENT. CUSTOMER agrees and is responsible for periodically, and not less than once per calendar year, checking FBM's website in order to confirm CUSTOMER's local FBM supplier's inclusion in the family of FBM companies, and for all other purposes related to the performance of obligations by either party under AGREEMENT. AGREEMENT shall be legally binding upon CUSTOMER for all FBM locations that may from time to time extend credit to CUSTOMER.

TERMS AND CONDITIONS. In consideration of FBM extending commercial credit based on the information furnished herein, CUSTOMER warrants and agrees that by executing AGREEMENT: (a) all purchases made by CUSTOMER and sold by FBM are subject to the terms and conditions contained herein; (b) **CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS ALL OF THE ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT, SET FORTH AT WWW.FBMSALES.COM/FBM-CREDIT/**, which are available in writing upon request; (c) FBM's terms and conditions are deemed incorporated into and made part of AGREEMENT and each and every sale and provision of services furnished to CUSTOMER, regardless of whether CUSTOMER signs each invoice or delivery ticket; and (d) any terms of CUSTOMER's acceptance, purchase order or other documentation that are inconsistent with or, additional to this AGREEMENT (except such additional terms which are required by law) shall be void and of no effect. Any use or reference to CUSTOMER's purchase order(s) or purchase order number(s) in any order for FBM materials is for CUSTOMER's convenience only. FBM shall deliver materials in consideration of CUSTOMER's agreement to be bound by the terms herein.

AGREEMENT requires that balances are due and payable on or before the due date set forth on the invoices. If not paid by the due date set forth on the invoices, the account is past-due and in default, and FINANCE CHARGES WILL ACCRUE UNTIL PAYMENT IN FULL IS MADE AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM OR ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH or at the highest rate allowable by law (specifically including post-judgment).

As part of any credit extension by FBM pursuant to AGREEMENT, CUSTOMER certifies the truthfulness and accuracy of the information and documents provided in connection with this request for credit. CUSTOMER hereby unconditionally guarantees CUSTOMER'S performance and the payment, when due, of all indebtedness incurred herein, whether now existing or hereafter arising, owing by CUSTOMER or any division thereof, and as requested or incurred by any person, firm or business entity for the benefit of CUSTOMER. If credit is extended to a business entity, the undersigned personally guarantees (hereinafter "Guarantor") the performance of all obligations and the payment of all indebtedness to FBM for credit extended to the business entity, with CUSTOMER AND GUARANTOR collectively referred to hereinafter as CUSTOMER/GUARANTOR, and with the rights of any additional guarantors below, included within the scope of explanation of CUSTOMER's/GUARANTOR's rights.

The execution of AGREEMENT authorizes FBM to investigate CUSTOMER's/GUARANTOR's credit-worthiness and to contact trade references provided herein. The individuals signing AGREEMENT authorize FBM to obtain personal credit reports on each individual signing AGREEMENT on behalf of CUSTOMER in order to establish credit.

If it becomes necessary for FBM to undertake collections of delinquent balances owed to FBM by CUSTOMER/GUARANTOR(s), CUSTOMER/GUARANTOR(s) agree to pay any cost of collection, including reasonable attorney fees, regardless of whether suit is instituted, and in the event of a lawsuit, an appeal, and any post-judgment collections actions necessary to enforce any judgment rendered. CUSTOMER/GUARANTOR(s) acknowledge and agree that in the event FBM files a lawsuit to collect any sums due, such action shall be initiated in the state in which the FBM office supplying the materials is located and in the county or parish of FBM's choosing. CUSTOMER/GUARANTOR(s) hereby waive any statutes relating to venue and further waive any rights to trial by jury.

CUSTOMER/GUARANTOR(s) hereby waive notice of extension of any credit, presentment, and demand for payment, and waive CUSTOMER's/GUARANTOR's right of protest or notice of dishonor or default. FBM, without notice to CUSTOMER/GUARANTOR (or to additional guarantors) and without first obtaining the consent of CUSTOMER/GUARANTOR(s), and without releasing CUSTOMER/GUARANTOR(s), may (i) surrender, compromise, substitute or exchange any or all parts of any security held by FBM, (ii) grant any releases, compromises or indulgences with respect to any indebtedness incurred under AGREEMENT, or (iii) release any party liable hereunder, whether CUSTOMER or a GUARANTOR, without affecting the liability of CUSTOMER/GUARANTOR(S), any of whom may be sued without joining any others and without first suing or proceeding against CUSTOMER/GUARANTOR(s). AGREEMENT and PERSONAL GUARANTEE(S) are continuing obligations, and any revocations of either must be in writing and delivered by United States Postal Service Certified Mail, return receipt requested, and addressed and delivered to the FBM credit office which approved AGREEMENT with CUSTOMER/GUARANTOR(s). Neither the terms of AGREEMENT nor its revocation, including revocation of personal guarantees, may be applied retroactively. The execution of AGREEMENT by CUSTOMER/GUARANTOR(s) is done voluntarily and after all signatories had the opportunity to consult with an attorney.

IN WITNESS WHEREOF, the undersigned CUSTOMER/GUARANTOR(s) has/have executed this Agreement on ____/____/____,

in the County of _____, in the State of _____.

Print Name

Signature

Social Security Number

Print Name

Signature

Social Security Number

Print Name

Signature

Social Security Number