

General Terms and Conditions of Sale

Terms: As terms vary according to type of sale or contract, an explanation of the terms and discounts applicable to each transaction is shown on the face of each invoice.

Credit: Credit terms are available for qualified accounts. All orders are accepted subject to approval by our Credit Department.

Past Due Accounts: All amounts are due and payable in our offices in Grand Prairie, Dallas County, Texas and all amounts past due shall bear interest at the maximum legal rate, but not less than 1-1/2% per month. If collection of the account necessitates litigation, the undersigned agrees to pay all attorney's fee plus Court cost. In case of default, venue shall be proper in Dallas County, Texas. If collection of the account necessitates an outside collection agency, the undersigned agrees to pay all of the agency's costs. If the account becomes past due, Wholesale Roofing Supply has the option to accelerate the entire debt.

Application of Payments: All payments on account shall, at the discretion of Wholesale Roofing Supply, be first credited to the oldest balance then outstanding, or to any specific balance which Wholesale Roofing Supply in its sole discretion, feels appropriate.

Change of Terms and Conditions: Wholesale Roofing Supply, Inc. hereby reserves the right to change any prices, charges, terms and/or conditions of sale with respect to orders at any time without prior notice.

Bank Reference: (We authorize all banks to provide any required account information)

Bank Name	Account Number
Address	City
State	Zip Code
Phone Number	Officer Name

Major Business References: (We authorize all business references to provide any required account information)

Name		
Street or P.O. Box	City	State
Zip	Phone	Contact
Name		
Street or P.O. Box	City	State
Zip	Phone	Contact
Name		
Street or P.O. Box	City	State
Zip	Phone	Contact

The undersigned hereby acknowledges that he or they have read, understand and agree to the "Terms and Conditions of Sale" as they appear on this page, the reverse, and is appended and as authorized to sign in behalf of the debtor. Further, the undersigned agrees to pay all invoiced amounts on or before the Due Date (being the date referred to in the invoice upon which all sums are due with no allowance for discounts) and to pay interest at the maximum rate allowed by law from the due date until payment is received by Wholesale Roofing Supply, Inc. (but not less than 18% per annum). The undersigned hereby certifies that he or they have personal knowledge of all the written information furnished to Wholesale Roofing Supply, Inc. on or with this application, and that it is true and correct. We hereby authorize the release of any information you feel necessary or desirable to establish a credit account with your firm. Receipt by facsimile or otherwise of a copy of the signed credit application and/or an application with electronic signature shall be considered a true and original application and contract and valid original signature for all purposes. This agreement has been executed and delivered in and is to be construed in accordance with and governed by the laws of the State of Texas and of the United States of America except that Texas Finance Code 346 (which relates to certain revolving credit accounts) does not apply to this agreement.

Company Name: _____ **Date:** _____

Signature: _____ **Printed Name/Title:** _____
(attach copy of driver's license of signee)

Guaranty Agreement

Whereas, (Company Name) _____ hereinafter called a "Customer", may from time to time become indebted to Wholesale Roofing Supply, Inc., a Texas Corporation, doing business at 104 E. Trinity Boulevard, Grand Prairie, Texas being hereinafter called "Company".

Now, therefore, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, whether one or more, being hereinafter called "Guarantor", jointly and severally, hereby guarantees to Company the prompt payment, as same shall become due (as that term is hereinafter defined of any such indebtedness, upon the following terms and conditions:

1. The Guaranty herein shall apply to all indebtedness of every kind and character, whether now existing or hereafter arising, of Customer to Company whether represented by goods, wares and merchandise purchased on open account, by a written contract, or otherwise, or whether for merchandise or cash advance.
2. This instrument shall be a continuing guaranty, and the circumstances that at any time or from time to time the indebtedness of the Customer may be paid in full shall not affect the obligation of any Guarantor with respect to indebtedness of Customer to the Company thereafter incurred, provided that any Guarantor may give to the Company written notice that such Guarantor will not be liable hereunder for any indebtedness of Customer incurred after the giving of such notice (which notice shall not be deemed to have been given until actually received by the Company), and in such event the Guarantor giving such notice (as well as each Guarantor who shall not have given notice) shall remain liable on his or its obligations hereunder until the payment in full of: (a) All amounts of unpaid indebtedness on the books of the Company at the time the notice is received: (b) All amounts of unbilled purchased delivered or in the process of delivery at the time then notice is received: (c) Any special order material in the process of procurement at the time the notice is received. In the event that a notice, as permitted in the preceding sentence be given, the obligation of each Guarantor who shall not have given such notice shall, in addition, remain and continue in full force and effect with respect to all other indebtedness incurred after the giving of such notice, just as if such Guarantor who signed this instrument, subject only to the limitation, if any be herein specified, as to the amount of the indebtedness of the Customer so guaranteed.
3. Unless otherwise stated on the Company sales invoice, the "due date" shall be the month in which any such merchandise shall have been purchased.
4. In the event of default by Customer in payment of any indebtedness unto the Company, or any part thereof, when such indebtedness becomes due, The Guarantor, jointly and severally, shall, upon demand and without any notice having been given to the Guarantor previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to the Company as its office in Grand Prairie, Texas, and it shall not be necessary for the Company, in order to enforce such payment by the Guarantor, first to institute suit or exhaust its remedies against the Customer or others liable on such indebtedness, or enforce its rights against any security which shall ever have been given to secure such indebtedness.
5. Notice to the Guarantor of the acceptance of this guaranty and of the making, renewing or assignment of the indebtedness guaranteed hereby and each item thereof, are hereby expressly waived by Guarantor.
6. Each payment of the indebtedness of the Customer shall not be deemed to have been made by the Customer unless express written notice is given to the Company at the time of such payment is made by the Guarantor, or one or more of them as specified in such notice.
7. Guarantor agrees that if the Customer executes in favor of the Company collateral agreement, deed of trust or other security instrument, the exercise by Company of any right or remedy thereby conferred on Company shall be wholly discretionary with Company, and that the exercise or failure to exercise any of such right or remedy shall in no way impair or diminish the obligation of Guarantor hereunder, Guarantor further agrees that the Company shall not be liable for its failure to use diligence in the collection of the indebtedness herein guaranteed or in preserving the liability of any person liable on such indebtedness, and Guarantor hereby waives presentment payment, notice of nonpayment, protest and notice thereof, and diligence in bringing suits against any person liable on such indebtedness, or any part thereof.
8. Each Guarantor agrees that Company, in its discretion may: (a) Bring suit against the Guarantor, jointly and severally, or against any one or more of them; (b) Compound or settle with any one or more of the Guarantors for such consideration as the Company may deem proper; and (c) Release one or more of the Guarantors from liability hereunder, and that no such action shall impair the rights of the Company to collect the indebtedness guaranteed hereunder (or the unpaid balance thereof) from the other Guarantors of any of them, not so sued, settled with or released. Guarantors agree among themselves, however, that nothing contained in this paragraph and no action by Company permitted under this paragraph, shall in any way affect or impair the rights or obligations of the Guarantors among themselves
9. In the event of the death of the Guarantor, the obligation of the estate of the deceased Guarantor shall continue in full force and effect as to the indebtedness of Customer as it exists at the date of death of the deceased, as such is described above in paragraph 2 hereof. As to all surviving Guarantors, this guaranty shall continue in full force and effect after the death of a Guarantor, not only as to the indebtedness of Customer as it exists at the date of death of the deceased, but as to all other indebtedness of the Customer incurred thereafter unto the Company.
10. This guaranty is for the benefit of Company, its successors and assigns, and the rights and benefits of the Company hereunder may be transferred with such indebtedness without impairing the obligation of any Guarantor hereunder.
11. The amount of indebtedness hereunder shall be without limit and shall include all indebtedness of the Customer unless a limited amount shall be included herein at this paragraph.
12. In the event that the Company shall find it necessary to file a suit against the Customer and/or the Guarantor hereunder, the Guarantor hereby agrees that the Company shall be entitled to recover judgement for the amount of the unpaid indebtedness of the customer, for interest at the highest legal rate then applicable to the Guarantor, for reasonable attorney's fees and court costs.

Executed at Grand Prairie, Texas, this _____ day of _____, 20____. Guarantor Printed Name _____

Guarantor Signature _____
(attach copy of driver's license of signee)