



A DANNY ADAIR COMPANY

U.S. PLY, INC.

CREDIT APPLICATION/SALES AGREEMENT AS A U.S. PLY, INC. ROOFING DISTRIBUTOR

Company Name: _____ Legal Name: _____

Mailing Address: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____ Email: _____

Year Present Business Started: _____ Former Business Name: _____

Corporation LLC LLP Sole proprietorship Partnership Other
State & Year Incorporated: _____

Estimated Monthly \$ Volume: _____ Are Purchase Orders Required: _____

Will Purchases Be: Taxable _____ Non-Taxable _____ (Resale Certificate Required)

Contact Person regarding Accounts Payable: _____ Phone: (____) _____

Names of all Owners, Partners or Officers of Company:

Names & Title	Residence Address	Phone	Drivers License#	SS#

Have any of the Individuals or Companies listed above ever been a Debtor in Bankruptcy? _____
Has any judgement ever been entered against any of the Individuals or Companies listed above? _____
Are there any legal actions or arbitration(s) pending against any of the Individuals or Companies listed above? _____

Areas of Operation

(List general geographic area) _____

Branch Offices

Location	Address	Branch Mgr.
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FINANCIAL INSTITUTIONS AND/OR LENDERS:

Name	Address	Account #	Officer	Phone

INDUSTRY/TRADE CREDIT REFERENCES:

Company	Address	Account #	Phone	Fax

PERSONAL REFERENCE(S):

Name	Address	Phone

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this Company is the Federal Trade Commission, Washington, DC, 20580.

Required Enclosures: Current Financial Statement



A DANNY ADAIR COMPANY

U.S. PLY, INC.

U. S. PLY, INC. ROOFING DISTRIBUTOR SALES AGREEMENT

The undersigned applicant for credit, by execution of this application, warrants and represents that the statements of facts furnished on the reverse hereof are true, complete and correct; and acknowledge that U.S. PLY, INC (the "Seller") will rely on this information for the extension of credit, and has and does hereby expressly agree that all purchases now made and which may hereafter be made from Seller, shall be upon the following terms and conditions:

1. Terms of sale are net 30, unless otherwise stated. Materials purchased in one month are due in full by _____.
2. Accounts not paid within 10 days from due date may be placed on COD basis until the account is paid in full. In the event of default and referral to an attorney or collection agency, purchaser agrees to pay all costs of collection, including reasonable attorney fees. Purchaser applicant agrees to pay such sums upon demand of Seller. Venue for any litigation relating to goods sold to the undersigned shall be in Beaumont, Jefferson County, Texas.
3. Finance Charges on accounts with any balance past terms will be assessed at the rate of 1½% per month (annual percentage rate of 18%), pursuant to the annualized ceiling rate set forth in V.T.C.A. Finance Code Section 303.009(a).
4. Statements are payable to U.S. PLY, INC. at P.O. BOX 2505 Port Arthur, Texas 77643. Customer authorizes U.S. PLY, INC. at any time and from time to time, to obtain and use Credit Reports or other credit information on Customer. Customer further agrees to supply such additional information as may be required by Seller to warrant the future extensions of credit or to enable Seller to perfect liens or to recover upon any bond issued. Seller and Customer agree that Customer is not a "consumer" under State and Federal Law and all extensions of credit are for business purposes only.

Signed _____ Print Name: _____

Title: _____ Date: _____

The undersigned individual or individuals who is/are either a principal(s) or officer(s) of the Customer or a sole proprietorship of the Customer, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Customer, hereby consents to and authorizes the use of a consumer credit report on the undersigned by U.S. PLY, INC. from time to time as may be needed, in the credit evaluation process.

Note: Personal Guarantee is not required unless credit evaluation is unsatisfactory or if delinquent payment occurs more than twice in any six- (6) month cycle.

GUARANTEE AGREEMENT

I (We) understand that the information furnished to U.S. PLY, INC. on this Credit Application/Sales Agreement, is for the purpose of obtaining credit from U.S. PLY, INC. I am (we are) authorized to bind our firm in obtaining materials and equipment from Seller, and, if applicable, the sale or rental of goods or equipment by Seller to Customer, the receipt, sufficiency and adequacy of such consideration being hereby acknowledged. I (We) the undersigned, hereafter called the Guarantors, do jointly and severally, irrevocably, continually and unconditionally, personally guarantee all obligations, indebtedness and liabilities of Customer to Seller, now existing or hereafter arising. Guarantor(s) agree that it shall not be necessary for U.S. PLY, INC. (Seller) to enforce this Guaranty Agreement, to first institute suit or exhaust its remedies against Customer or any other Guarantor(s). The Guaranty shall be continuing and absolute. All accounts or monies due Seller shall be due and payable at Seller's place of business and that all accounts, notes, or judgements shall automatically draw default and referral to an attorney or collection agency. I (We) agree to pay reasonable costs, attorney fees, and interest at the annual rate of 18%. Venue for any lawsuit relating to or touching upon the Guaranty Agreement shall be in Beaumont, Jefferson County, Texas.

Signed (as individual) dated _____
Print Name: _____

Signed (as individual) dated _____
Print Name: _____