



Date: \_\_\_\_\_ New Update Customer Number: \_\_\_\_\_ Building Products: \_\_\_\_\_ Sales Rep: \_\_\_\_\_

TO OBTAIN CREDIT FROM CREDITOR, CUSTOMER AGREES TO CREDITOR'S USUAL TERMS AND CONDITIONS AS PROMULGATED AND AMENDED BY CREDITOR FROM TIME TO TIME, AND REPRESENTS AND STATES THE FOLLOWING, AND AUTHORIZES RELEASE OF ANY INFORMATION PERTAINING TO CUSTOMER'S FINANCIAL CONDITIONS FROM ANY THIRD PARTIES WHICH MAY VERIFY SAME.:

"CREDITOR" is METRO ROOF PRODUCTS.

"CUSTOMER" is \_\_\_\_\_  
(Business Name)

Telephone # \_\_\_\_\_

Address: \_\_\_\_\_

Fax # \_\_\_\_\_

Tax Exempt # \_\_\_\_\_  
(PLEASE ATTACH IF APPLICABLE.)

Email: \_\_\_\_\_

1. CUSTOMER is a (check where appropriate):

SOLE OWNER (Owner's Name) \_\_\_\_\_

Home Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_

PARTNERSHIP (Partner's Name) \_\_\_\_\_

Home Phone # \_\_\_\_\_

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_

(Partner's Name) \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone # \_\_\_\_\_

(Other Partners- Attach List)

Social Sec. # \_\_\_\_\_

CORPORATION (Corporate Name) \_\_\_\_\_

Business Phone # \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Officers (President) \_\_\_\_\_

Federal ID # \_\_\_\_\_

Address \_\_\_\_\_

(Vice President) \_\_\_\_\_

Address \_\_\_\_\_

LLC (Limited Liability Co. Name) \_\_\_\_\_

Business Phone # \_\_\_\_\_

Address: \_\_\_\_\_

State of Charter \_\_\_\_\_

Manager: \_\_\_\_\_

Federal ID # \_\_\_\_\_

Address: \_\_\_\_\_

2. I/We make application to Headwaters, Inc. and Metro Roof Products (hereinafter collectively referred to as "Seller") for credit and/or to obtain further credit with Seller. I/We further agree to the sales terms set forth herein. I/We certify that the above information submitted herewith regarding the parties applying for credit is true and correct to the best of my/our knowledge and further agree that a facsimile shall be as binding as an original signature. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein.
3. Unless otherwise specified on the face of the Seller invoice, all goods and services are sold F.O.B. my/our plant or manufacturer's plant. Delivery of goods to the carrier shall constitute delivery to me/us and all risk of loss or damage in transit shall be borne by me/us. Any delivery of goods and services by Seller is subject to a delivery charge.
4. I/We agree to supplement the information provided herewith upon request, and give our permission to Seller and/or its agents to verify and/or supplement the information stated herein. I/We acknowledge that Seller may use third parties for credit services and for information to make credit decisions.
5. If credit is granted, I/we promise to pay all bills when rendered and agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event at the highest rate allowed by law. I/We agree to waive any right to withhold payment.
6. I/We agree to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses incurred by Seller in connection with collection of any amounts owed to Seller, including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that I or we may raise in any collection action initiated or pursued by Seller which must be resolved prior to collection by Seller of any amounts owed or enforcement of any terms of this agreement and/or a related guarantee. Seller may pay someone else to help enforce this credit agreement, and I/we shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
7. Venue and jurisdiction of any suit or legal action may be had in either in the county and state of Seller's branch office or Salt Lake City, Utah, at the Seller's sole option.
8. I/We agree to notify Seller, in writing, prior to any change of ownership and shall be liable for purchases of any buyer of the business should said notification not be given, notwithstanding any liability of the purchaser.
9. I/We agree that any goods accepted for return are subject to Seller's restocking charge.
10. Seller reserves the right to revoke any credit extended to me/us if I/we fail to pay for any shipments when due. If in Seller's opinion there is a material adverse change in my/our financial condition, Seller shall have the right to suspend further shipments until receipt of adequate assurance of my/our ability to pay therefor. My/Our refusal to furnish such assurance within a reasonable time or failure of me/us to perform obligations under this or any other existing contract with Seller shall entitle Seller without notice to cancel this contract or so much of it as may remain unexecuted, all without prejudice to any claim for damage or any other remedy Seller may be entitled to make.
11. If any term of this agreement is invalid, the invalid term shall be considered deleted from this agreement and shall not invalidate any other term(s).
12. To the extent the terms of this agreement conflict with the terms of any other agreement I/we have with Seller, the terms of this agreement shall prevail unless Seller expressly agrees in writing that the terms of this agreement are modified and such agreement expressly modifies this agreement and refers to this agreement by date and title.
13. In the event that a lawsuit is commenced, I/we waive the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses and/or counterclaims.
14. No terms or conditions of purchase orders different from the credit terms contained in this agreement will become part of any agreement with Seller unless specifically approved in writing by Seller and referring to this agreement by date and title.

I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE. AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS FORM, AND FURTHER AGREE THAT A FACISIMILE SHALL BE AS BINDING AN ORIGINAL SIGNATURE:

(Sign) \_\_\_\_\_ (Print Name & Title) \_\_\_\_\_ Date: \_\_\_\_\_

(Sign) \_\_\_\_\_ (Print Name & Title) \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

- 1 For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the person(s) and/or entity(ies) that signed the appended sales agreement (hereinafter "Customer") and any and all obligations owed to Seller (hereinafter "Seller"), including but not limited to the prompt payment of all present and future indebtedness. The word "indebtedness" is used in its most comprehensive sense and means and includes any and all of Customer's liabilities, obligations, debts and indebtedness to Seller, now existing or hereinafter incurred or created, including, without limitation, all interest, costs, debts, other obligations, and liabilities of Customer, or any of them, and any present or future judgments against Customer, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Customer may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Customer for any reason whatsoever, and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.
- 2 The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.
- 3 This Guaranty is irrevocable and is binding on Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
- 4 The undersigned hereby further agrees to indemnify and save Seller harmless from any loss, damage and expense caused by or arising out of any default on the part of Customer in making payment of any part or all sums owed to Seller and in the event of such default agrees, upon demand to pay Seller the amount of any such loss, damage, and expense.
- 5 Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with collection of the indebtedness from Customer, including all attorneys' fees and other expenses relating to defenses, affirmative defenses, counterclaims or other claims raised by Customer and/or Guarantor in any legal action including an action initiated or pursued by Seller which must be resolved prior to collection by Seller of the indebtedness and/or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty, and Guarantor shall pay the cost and expenses of such enforcement. Costs and expenses include Seller's attorneys' fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney, to perform services for Seller's benefit, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
- 6 If there is a lawsuit, Guarantor agrees at Seller's sole option to submit to the jurisdiction and venue where Seller's branch office is located or at Salt Lake City, Utah.
- 7 This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 8 In the event that a lawsuit is commenced, I/we waive the right to jury trial or any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses, and/or counterclaims.
- 9 Guarantor agrees to indemnify and hold Seller harmless from any and all claims or losses relating to any alleged fraudulent transfer and/or preferential and/or avoidable transfer either under state law or pursuant to Federal law, including but not limited to, 11 U.S.C. § 547, 548, 549 and/or 550 and relating in any way to voluntary or involuntary payments made to Seller either by Guarantor, Customer or any other party that are applied to Customer's indebtedness or to obligations under this Guaranty. Guarantor agrees to pay any and all costs and attorneys' fees incurred by Seller in defending any such action, including an appeal.
- 10 The undersigned further acknowledges and represents that any titles written near the signatures below is/are intended merely to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this guaranty.
- 11 The undersigned hereby consent(s) to Seller's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned and his/her spouse as an individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Credit Reporting Act as contained in 15 U.S.C. § 1681 et. seq.

ALL PARTNERS OR OFFICERS OF CUSTOMER SHOULD SIGN AND BE BOUND PERSONALLY.

(Sign) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print Name) \_\_\_\_\_

TOTAL EMPLOYEES OF YOUR BUSINESS: \_\_\_\_\_

YEAR BUSINESS STARTED: \_\_\_\_\_

NATURE OF YOUR BUSINESS: \_\_\_\_\_

BUSINESS TRADE NAMES: (1) \_\_\_\_\_

(2) \_\_\_\_\_

OTHER BUSINESS ADDRESSES: (1) \_\_\_\_\_

(2) \_\_\_\_\_

(IF ADDITIONAL TRADE NAMES OR ADDRESSES- ATTACH LISTING OF EACH.)

BUSINESS BANK ACCOUNT & REFERENCE: \_\_\_\_\_

ADDRESS OF BANK: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

TELEPHONE#: \_\_\_\_\_

TRADE/VENDOR REFERENCES: LIST AT LEAST THREE.

Company Name	Address	Contact Person, Telephone Number, and Fax Number
(1) _____	_____ _____	_____ _____ _____
(2) _____	_____ _____	_____ _____ _____
(3) _____	_____ _____	_____ _____

**IMPORTANT:** ATTACH CURRENT FINANCIAL STATEMENT OF CUSTOMER.  
LIST SECURED CREDITORS:

Creditor	Address	Collateral
_____	_____ _____	_____
_____	_____ _____	_____
_____	_____ _____	_____

NOTICE: THIS COMPANY REQUIRES ALL INDIVIDUALS, PARTNERS AND GUARANTORS SEEKING CREDIT TO CONSENT TO THE BELOW AUTHORIZATION

The undersigned hereby consent(s) to Metro Roof Products use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Metro Roof Products to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowing consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@ 1681 et seq.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**THE FEDERAL EQUAL CREDIT 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 THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580.**

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact {name, address and telephone number of the person or office from which the statement of reasons can be obtained} within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Metro Roof Products 1200 Industry Street, Everett WA 98203 Phone: 425-407-0107 Fax: 425-407-1246



*Smart Roofs for Smart People*