



Complete Drywall Supply
A GMS PARTNER

CONFIDENTIAL CREDIT APPLICATION AND AGREEMENT

Cherokee Building Materials of OKC, Inc.
100 NE 31st Street • Oklahoma City, OK 73105
Phone (405) 525-5710 • Fax (405) 525-6095

A. APPLICANT

Legal Business Name _____
(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ E-Mail _____

Ship to Address _____

Estimated Annual Sales _____ Person to contact about Account _____

Amount of Credit Requested \$ _____ Type of Business _____ How long in Business _____

B. BUSINESS INFORMATION

Sole Proprietorship Name _____ SS# _____

Partnership Partner _____ SS# _____

Partner _____ SS# _____

Corporation/LLC President/Member _____ SS# _____

Vice President/Member _____ SS# _____

Secretary/Member _____ SS# _____

Treasurer/Member _____ SS# _____

Federal Tax No. (if applicable) _____ Sales Tax Exemption Certificate Yes (If yes, enclose signed certificate or copy)

C. BANKING INFORMATION

Bank _____ Branch _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Account No. _____ Type of Account _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

D. TRADE CREDIT REFERENCES (Please fill out 4 references)

	<u>Name</u>	<u>Contact</u>	<u>Address</u>	<u>Fax Phone Number</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

I (We) hereby guarantee Cherokee Building Materials of OKC, Inc. (Seller) the prompt payment, when due, of every claim of Cherokee Building Materials of OKC, Inc. which may hereafter arise against _____

This is a continuing guarantee and shall remain in force until revoked by me (us) by notice in writing to Cherokee Building Materials of OKC, Inc., but such revocation shall be effective only as to claims of Cherokee Building Materials of OKC, Inc. which arise out of transactions entered into after the receipt of such notice by Cherokee Building Material of OKC, Inc.

Credit Terms: 1% 10th Prox, Net EOM. The cash discount is not an automatic discount; it is an incentive to pay within terms. Payments must be post marked by the 10th of the month for discounts to apply. Should credit availability be granted by seller/creditor, all decisions for extending or continuing that credit availability will be at the sole discretion of seller/creditor. Seller/creditor may increase, decrease or terminate any credit availability at any time within its sole discretion. A service charge of one and one half percent (1 ½% per month), or (18% per annum) or the highest legal rate, which ever is less may be assessed on delinquent invoices. This obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof and shall not be affected by any surrendered or release by Cherokee Building Materials of OKC, Inc. of any other security held by it for any claims hereby guaranteed by me (us) is referred for collection, I (we) agree to pay a reasonable attorney's fee for collection allowed by law on any account balance outstanding more than thirty (30) days after date of invoice, such interest to be payable for the period commencing on the thirty-first (31st) day after the date of invoice. All amounts due for purchases from Cherokee Building Materials of OKC Inc. are payable at 100 NE 31st Street, OKC, OK 73105. It is further agreed that this agreement is entered into in the state of Oklahoma and is governed by the laws of the state of Oklahoma. The undersigned hereby makes this application for credit and agrees that all amounts payable on or before the net due date, as shown on each invoice, will be paid, and if not paid on or before said date are then delinquent. The payment for all sales of goods or services will be according to the terms stated on the company's invoice for the sale of goods & services. The failure to pay on the net due date on each invoice shall deem the debt to be delinquent. **CHANGE OF OWNERSHIP:** I/We understand that we must notify Cherokee Building Materials of OKC Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. **Disclaimer and Limitation of Warranties** -THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED BY THE BUYER "AS IS". SELLER DOES NOT WARRANT THAT THE GOODS ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR A PARTICULAR PURPOSE. Products sold are only covered by the terms of the manufacturer's warranties, if any. Seller's sole responsibility shall be to replace such goods judged to be defective by the manufacturer when used for the purpose for which manufactured, F.O.B. point of delivery to carrier, or allow credit for such goods at Seller's option. All replaced goods are to be returned, transportation prepaid. Seller makes no representation or warranty that the merchandise sold shall be delivered free of rightful claim of any third person by way of patent or trademark, infringement or the like. **Limitation of Remedies:** Under no circumstances shall Seller be responsible for any damage beyond the price of the goods. No damages or charges of any kind, either for labor, expenses or otherwise suffered or incurred by the Buyer in repairing or replacing defective goods or occasioned by them shall be permitted. **BUYER SPECIFICALLY AGREES IT SHALL NOT BE ENTITLED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN THE EVENT OF A BREACH BY SELLER.** **Delivery delays:** Seller shall not be liable or responsible for damage or penalties arising from its failure to make or delay in making delivery because of casualty, fire, flood, explosion, accident, strikes, riots, insurrection, lock outs, breakdown of machinery, loss or damage of goods in transit, act of God, or any circumstances or unavoidable cause beyond Seller's control.

Signature of Authorized Responsible Party

Date

Applicant's signature attests financial responsibility, ability and willingness to pay in accordance with above terms

Consent to Obtain Consumer Credit Report

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Cherokee Building Materials of OKC, Inc. to investigate all references and customary credit information sources regarding my/our credit and financial responsibility. The individual who is either a principal of the credit application or sole proprietorship of the credit application, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant which may include but not limited to a consumer credit report and from time to time as may be needed, in the event of credit evaluation. I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

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 of all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercise any right under the Consumer Credit Protection Act. The federal agency that administers with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, Washington, D.C. 20580.