



PERSONAL/COMMERCIAL CREDIT APPLICATION AND AGREEMENT

Company Name			Phone: () - -	
Mailing Address:			Fax: () - -	
City	State	Zip Code	Contractor license #:	Property owner: Yes _____ No _____
Check the Appropriate Classification: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Ownership <input type="checkbox"/> Limited Liability Co.				
Years in Business: _____		Years in current location: _____		
Owner/Member/Officer:		Title:	Social Security No:	Contact Telephone:
Federal ID #	Accounts Payable Contact:		A.P. Contact Telephone:	A.P. Contact Fax:

CREDIT REFERENCES

Name of Creditor	Telephone No/ Fax No.	Contact Person

BANK REFERENCES

Name of Bank	Telephone#	Fax#	Contact

Has this or any related entity ever filed for Bankruptcy protection? _____

Has the person signing as personal guarantor ever filed for Bankruptcy protection? _____

Salesperson

Credit Limit Requested

CREDIT SALES AGREEMENT AND TERMS FOR SALE

Building Solutions, LLC. (Seller) and _____ (Buyer)
 Hereby agree as follows;

<p>1. No Alterations. Any purchase charged to this account shall be governed solely by the terms and conditions set forth in this agreement. Any other terms and conditions set out in Buyer's purchase orders or other procurement documents shall not apply even though such purchase order or document may be submitted or accepted by Seller in connection with a purchase. No alteration of this Agreement shall be effective without the express written consent of the Seller.</p>	<p>9. Warranty Disclaimer. Except for the limited warranty as detailed below, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DELAY, DAMAGES OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.</p>
<p>2. Terms and Price Quotes. All terms on all sales are "net 10th prox". Price quotes are valid for 30 days from original quote date. Prices may be adjusted thereafter without notice.</p>	<p>10. Limited Warranty. Building Solutions warrants to the original purchaser and consumer that all products manufactured and sold by Building Solutions are free from defects in material and workmanship. Replacement parts or products are deemed original for the purposes of this warranty. This limited warranty covers the repair or replacement of products found defective by and authorized representative and does not include compensation for cost of transportation or labor. Materials and services provided by dealers and/or installers are not covered.</p>
<p>3. Promise to pay. In return for Seller extending credit to Buyer, Buyer jointly and severally agrees to pay for all purchases made by Buyer or on behalf of Buyer, and all other charges as described below, according to the terms of this Agreement. If Buyer fails to fulfill the terms of payment on any order, Seller may, without liability, defer further shipment until such payments are made, or may, in its sole discretion, cancel all orders. Seller reserves the right, even after partial shipment on any order, to require from Buyer additional security to guaranty performance of Buyer's obligation and refusal to further such security will entitle Seller to suspend further shipments until such security is furnished without liability to Buyer.</p>	<p>11. Account Credits. No Holdbacks are allowed. If there is a credit to be granted by Seller to Buyer, Seller will, at Seller's option, either credit Buyer's account or send a refund check to Buyer.</p>
<p>4. Credit Investigation. Buyer authorizes Seller and/or his agent to investigate its credit history, including the references listed on Buyers application for credit.</p>	<p>12. Force majeure. Seller shall not be liable to Buyer for delays caused by force majeure, including fires, acts of terrorism, earthquakes, floods, strikes, transportation delays, shortage of materials or any other causes beyond Seller's reasonable control.</p>
<p>5. Changes. Seller will make reasonable efforts to accommodate changes to specifications, drawing, time and place of delivery, but Seller may impose extra charges for such changes and Buyers agrees to pay such charges.</p>	<p>13. Assignment. Buyer shall not sublicense, assign, or transfer any of its rights, privileges or obligations under this agreement without the prior written consent of Seller.</p>
<p>6. Shipment. Buyer shall inspect all goods shipments for damages, shortages and conformity with order within a 48 hours of deliver. Buyer shall reject any shipment within 72 hours of delivery. All goods shall be deemed accepted if not rejected in writing within the 72 hour period after delivery.</p>	<p>14. Waiver. Seller reserves the right not to impose part or all of any fee or other amount imposed under this agreement or not to exercise any other right under said agreement and, should it do so, Buyer agrees that Seller shall not have waived right to impose such fee or amount or to exercise its right as set forth in this agreement in the future.</p>
<p>7. Returns. All orders are final unless Seller, in its sole discretion, authorizes and accept their return. A restock fee may apply.</p>	<p>15. Governing Law and Venue. This credit agreement and terms for sale shall be governed by the laws of the State of Oregon. The parties agree the venue of any suit of action between the parties will be in Deschutes County, Oregon.</p>
<p>8. Late Charges. A finance charge of one and one half per-cent monthly (18% per annum) on all past due balances as defined in section 2 of this agreement. A charge of \$30.00 may be applied to the account by Seller for each check returned as unpaid for insufficient funds or otherwise. Seller will apply each Buyer payment to finance charges or returned check charges first. After charges Seller will apply Buyer payments to the oldest purchases first.</p>	<p>16. Entire Agreement. This agreement, together with any application submitted to Seller, constitutes the entire agreement between Buyer and Seller and supercedes any prior or contemporaneous agreement between Buyer and Seller.</p>

Buyer, through the undersigned, (1) warrants that the information on this application for credit are true and correct, and (2) has read, understands and agrees to the above-stated Agreement. The undersigned warrants that he or she is duly authorized to execute this agreement on behalf of Buyer and to bind Buyer to the terms and conditions of this agreement.

Signature: _____

Date: _____

Name: _____

Title: _____

In consideration of extension of Credit to the Buyer, the person whose signature appears below hereby personally agrees to the above Agreement and unconditionally guarantees payment of the Buyer's account, without first requiring Seller to pursue payment from Buyer or other Guarantors. This guaranty shall remain in effect until the Agreement is terminated and all amounts due there under shall have been paid.

Signature: _____

Date: _____

Name: _____