Wisconsin BUILDING SUPPLY

CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

CUST. SEGMENT TYPE	NATIONAL CONS. NO.	DISTRICT CONS. NO.	LOCATION NO.	SALESPERSON
ACCOUNT NO.				

(Please Print)

(CHECK ONE) ☐ INDIVIDUAL ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ LLP

FULL COMPANY NAME / OR INDIVIDUAL NAME / OR CUSTOMER NAME FAX NO.

ADDRESS - STREET NO. and STREET NAME CITY STATE ZIP

PHONE ( ) FEDERAL I.D. # E-MAIL ADDRESS HOW LONG IN BUSINESS UNDER CURRENT NAME YEARS MONTHS

INITIAL JOB LOCATION (House No., Street Name & City or Lot No., Subdivision Name & City) **REQUIRED: COPY OF RECORDED WARRANTY DEED TO THE PROPERTY**

METHOD OF PAYMENT (Check One) ☐ CONSTRUCTION LOAN ☐ HOME EQUITY LOAN ☐ SAVINGS ☐ CHECKING
VERIFICATION OF METHOD OF PAYMENT REQUIRED ☐ PERSONAL LOAN ☐ C.D'S ☐ OTHER (attach explanation)

COMPANY / INDIVIDUAL BANK ACCOUNT WITH: LOAN OFFICER / BANKER NAME ACCOUNT NO.

PHONE NO. BUILDER'S LICENSE NO. DRIVER'S LICENSE NO.

AUTHORIZED CHARGERS PURCHASE ORDERS REQUIRED ☐ YES ☐ NO

PRINCIPALS OF COMPANY

NAME TITLE SOC. SECURITY NO.

BIRTH DATE HOME ADDRESS CITY STATE ZIP CODE

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BIRTH DATE HOME ADDRESS CITY STATE ZIP CODE

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BIRTH DATE HOME ADDRESS CITY STATE ZIP CODE

CREDIT REFERENCES

COMPANY	PHONE NUMBER	FAX NUMBER
1)		
2)		
3)		
4)		
5)		

PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENT AND PROFIT & LOSS STATEMENT

THE UNDERSIGNED ACKNOWLEDGE(S) & AGREE(S) TO THE TERMS OF THIS AGREEMENT. BY EXECUTING THIS CREDIT APPLICATION / SALES AGREEMENT, THE UNDERSIGNED JOINTLY AND SEVERALLY AGREE(S) TO COMPLY WITH ALL PROVISIONS HEREOF, AND TO PAY ALL SUMS AND CHARGES ON THIS OR ANY PAST, PRESENT OR FUTURE ACCOUNT OPENED AND / OR MAINTAINED IN ANY ACCOUNT NAME, REGARDLESS OF THE CAPACITY IN WHICH SIGNED. THE UNDERSIGNED ACKNOWLEDGE(S) THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

THE CUSTOMER GRANT(S) **WISCONSIN BUILDING SUPPLY** PERMISSION TO INVESTIGATE / VERIFY CREDIT INFORMATION. APPLICANT AND ITS AGENT(S) AND GUARANTOR(S) HEREBY AUTHORIZE ANY AND ALL BANKS, FINANCIAL INSTITUTIONS, AND OTHER CREDIT REPORTING AGENCIES TO FURNISH CREDIT INFORMATION TO **WISCONSIN BUILDING SUPPLY** TO BE USED FOR THE PURPOSE OF EXTENDING CREDIT TO THE APPLICANT.

SIGNATURE **SIGNATURE**

NAME *(Please Print)* NAME *(Please Print)*

UNCONDITIONAL PERSONAL GUARANTY

For good value and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **Wisconsin Building Supply** and / or any subsidiary thereof (collectively, along with their respective successors and assigns, hereinafter **"WBS"** to extend credit to ("Customer"), the undersigned Guarantor(s) (collectively, "Guarantor") does hereby unconditionally guarantee the due and punctual payment to **WBS** of any and all of Customer's liabilities and obligations ("Obligations") owed to **WBS** when the same become due. If there are more than one Guarantor, this Guaranty shall be and is a JOINT and SEVERAL obligation. Guarantor hereby waives all notice, presentment for payment, demand, protest, notice of protest, nonpayment and dishonor. Guarantor further waives any requirement that any action be brought against the Customer or that resort be had first against any collateral or other security before enforcement of this Guaranty.

Guarantor agrees that all guarantors, sureties, and endorsers shall be jointly and severally bound and liable under this Guaranty. The release of any one or more guarantors or the securing or release of any guarantors, sureties or endorsers or the taking or release, in whole or in part, of any other collateral as security for this instrument shall not release, alter or otherwise affect Guarantor's liability hereunder, Furthermore, Guarantor agrees that the extension, modification or

amendment of any terms of Customer's Obligations, with or without notice to Guarantor, shall not release, alter or otherwise affect Guarantor's liability hereunder in any manner whatsoever.

In the event **WBS** or the holder of this instrument initiates any legal proceedings or incurs any costs or expenses, including but not limited to attorney's fees, in exercising or enforcing any of **WBS's** rights or remedies under the Credit Application, Guaranty & Master Sales Agreement ("Agreement"), Guarantor agrees such costs and expenses and attorney's fees, may be added to the balance due and Guarantor shall be liable for payment of **WBS's** costs, expenses and attorney's fees as an additional obligation under this Guaranty.

Guarantor hereby consents to and authorizes **WBS** to use or obtain from time to time one or more non-business consumer credit reports on Guarantor, as principal, proprietor and / or guarantor, in connection with the extension or continuation of business credit as contemplated by the Agreement or for any other purpose permissible under the Federal Fair Credit Reporting Act and / or other applicable law.

This guaranty shall be deemed made upon the execution and delivery hereof by Guarantor, upon each extension of credit by **WBS** to Customer and upon each incurrence of any Obligations by Customer.

PERSONAL GUARANTORS

SIGNATURE DATE	**SIGNATURE** DATE
NAME *(Please Print)* SOCIAL SECURITY NO.	NAME *(Please Print)* SOCIAL SECURITY NO.
STREET ADDRESS	STREET ADDRESS
CITY/STATE/ZIP	CITY/STATE/ZIP
WITNESS	WITNESS

– TERMS OF SALE –

1. **PRICES:** All prices are subject to price in effect at time of shipment. All price quotations are valid only for materials shipped during the month indicated on the quotation or price list. All prices quoted without sales tax shall have such tax added thereto. Plans, estimates and take offs are solely estimates and are not guaranteed.
2. **TERMS:** Payment to **WBS** is due in full by the 10th of the month following month of invoice.
   EXCEPTION TO TERMS IF A CONSTRUCTION LOAN IS OBTAINED, OR THE END MORTGAGE CLOSING OCCURS, OR FUNDS GENERALLY DESIGNATED FOR PAYMENT OF LUMBER AND BUILDING SUPPLIES ARE ADVANCED TO CUSTOMER, PAYMENT TO **WBS** IS DUE AND PAYABLE AT THE TIME OF SUCH LOAN CLOSING OR ADVANCE OF FUNDS. If such a job is not paid immediately after such a loan closing or advance of funds, the officers or otherindividuals signing for Customer shall automatically and unconditionally become joint and several personal guarantors of the payment of said job.
3. **TIME PRICE DIFFERENTIAL (SERVICE CHARGE) OF 1.5 PER CENT PER MONTH** or the maximum allowed by state law, whichever is less shall be added after expiration of the terms of sale.
4. **WAVERS OF LIEN:** Full payment required prior to, or at time of issuance.
5. Any business principal individually grants **WBS** permission to investigate and verify their individual credit information at the sole discretion of **WBS** for the purpose of extending credit to the applicant.
6. The Customer grant(s) **WBS** permission to report information to proper persons and / or credit bureaus.
7. All stock items returned to **WBS** for credit are subject to a handling charge of up to 25%. No credit allowed on special millwork, special order items, non-stock items, other specialty merchandise, nor on dirty, damaged or on unusable merchandise.
8. This agreement, and any agreement hereto, is subject to continuous credit approval. Any amendments to, or deviations from, this agreement must be in writing, duly executed by an authorized **WBS** representative. This agreement supersedes all prior agreements, unless otherwise stated, and governs all purchases made by Customer.
9. If Customer issues purchase orders or other documents relating to any purchases, and any terms thereof conflict with the terms herein, the terms and conditions of this agreement shall govern.
10. Delivery of merchandise to the construction site constitutes delivery to Customer, regardless of whether Customer or his agent is at the site at time of delivery. **WBS** shall not be responsible for failure or delay in delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by **WBS**, regardless of the cause of delay.
11. In the event a construction lien is filed against a project, all discounts are subject to revocation at discretion of WBS. All discounts are applicable so long as Customer's account(s) with respect to any purchases is not in default.
12. Default: Should any default be made in any of the terms hereunder, all amounts owed by Customer shall become immediately due and payable. In the event the account is placed for collection, Customer and Guarantors agree to pay all expenses of collection to the extent permitted by law including, but not limited to, attorneys's fees incurred by **WBS**.
13. All claims MUST be made in writing within five days of delivery. Any claims for adjustments or corrections of billings must be made within five days of receipt of invoice.
14. The parties consent that any action between the parties to this agreement may be brought in any jurisdiction in which **WBS** conducts business, at the option of **WBS**. This agreement shall be governed by and enforced in accordance with the laws of the state in which the majority of goods purchased by the Customer are delivered.
15. All manufacturer's warranties for material sold by **WBS** shall be assigned to customer. All labor performed by **WBS** is warranted to be free from improper workmanship for a period of one (1) year from date of performance.
16. **WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO WARRANTIES MADE WITH RESPECT TO THE FURNISHING OF LABOR OR MATERIALS BY **WBS**, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANT ABILITY.
17. **LIMITATION OF REMEDIES:** IN NO EVENT SHALL **WBS** BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. CUSTOMER ACKNOWLEDGES THAT THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER. CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES AND LIABILITIES, EXPRESS OR IMPLIED, AND ACKNOWLEDGES THAT **WBS** SHALL HAVE NO LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.
18. This agreement shall govern and apply to any purchases, whether for materials or services, made by Customer from **WBS**, or any division or predecessor thereof, at any time whatsoever, whether past, present or future. IN THE EVENT THAT ANY TERMS OF THIS AGREEMENT CONFLICT WITH TERMS OF ANY OTHER EXISTING OR FUTURE AGREEMENT BETWEEN **WBS** AND CUSTOMER, INCLUDING, WITHOUT LIMITATION, ANY WRITING SUBMITTED AT ANY TIME BY CUSTOMER TO **WBS** (WHETHER OR NOT SIGNED BY **WBS**) THEN, IN EACH INSTANCE, THE TERMS OF THIS AGREEMENT SHALL PREVAIL IN ALL RESPECTS, NOTWITHSTANDING ANY LANGUAGE IN SUCH OTHER AGREEMENT TO THE CONTRARY. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO ANY EXTENSION OF CREDIT HEREUNDER.

I HAVE READ AND UNDERSTAND AND AGREE TO ALL TERMS STATED ON BOTH SIDES OF THIS DOCUMENT _____ INITIALS _____ / / DATE