

Credit Application & Agreement for Open Account

Company Name DUNS #

Physical Address Mailing Address

City / State / ZIP City / State / ZIP

Telephone # Fax # Website

Credit Limit Requested Date Business Opened Social Security or EIN Number

Type of Business What are your three main business functions?

Invoice Delivery Method Email Mail Are POs required? Yes No

Have you ever filed for bankruptcy (answer yes even if the bankruptcy was filed under another company name)? Yes No

List all Owners, Partners and Officers:

Name	Title	Direct Phone #	Email Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
A/P Contact	Title	Direct Phone #	Ext	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

List Bank Account(s):

Bank Name	Account #	Address	Telephone #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please List All Business/Trade References (this MUST be businesses in which you purchase tools and/or materials, NOT subcontractors):

****PLEASE NOTE: HD SUPPLY/WHITE CAP, ARGOS, LAFARGE, UNITED RENTAL, LOWES, AND HOME DEPOT DO NOT PROVIDE REFERENCES****

Trade Reference Name	Phone #	Fax #	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

In support of this application, Live Oak Construction Supply, Inc. (hereafter, "Live Oak") is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application. Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on invoice(s). Should I/we not pay Live Oak according to terms, it is understood that credit privileges may be withdrawn. Should Live Oak find it necessary to obtain assistance in collecting any past due balance, I/we agree to pay interest at the rate of 1.5% per month (or such other rate allowable by law) and all collection and/or attorney fees. Live Oak's standard Terms & Condition of Sale are set forth on the separate sheet attached. Any sale of goods by Live Oak shall be on such Terms & Conditions. Live Oak will make the credit decision on your application in Norcross, GA. Georgia law will govern your application and agreement. **YOU AGREE THAT ANY ACTION TO COLLECT ON A DEBT ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT IN THE MAGISTRATE COURT OF GWINNETT COUNTY, GEORGIA AND APPLICANT CONSENTS AND SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURT FOR SUCH PURPOSE.**

Print Name	Title	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

List of Approved Purchasers (Only these people will be able to place/pick up orders. If more than 4 people, attach others to this application):

Name	Title	Email	Direct Phone #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PERSONAL GUARANTY: In consideration of credit being extended to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, complete and continuing one and no notice of indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended and/or renewed without notice to me. I will, within five days from date of notice that the account is past due, pay the amount due.

Name SSN Signature

Home Address DOB

Direct Phone # Driver's License # Date

Live Oak Construction Supply, Inc. Terms and Conditions of Sale

1. TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASES. Any and all sales by Live Oak Construction Supply, Inc. ("Live Oak") are governed by these terms and conditions, unless the parties have entered into a mutually executed written agreement stating different applicable terms and conditions that have been signed by both parties. Any offer to purchase goods is conditioned on Buyer's acceptance of all, and only, these terms and Buyer agrees and acknowledges that any and all purchases of products from Live Oak shall be governed by these Terms and Conditions. By purchasing any supplies, Buyer agrees to be bound by these Terms and Conditions.

2. NO ADDITIONAL TERMS. Live Oak expressly objects to any different or additional terms. This is the final and complete expression of all terms and conditions of the agreement. Any representations, promises, warranties, or statements that are not contained herein are void.

3. TERMS OF PAYMENT. Payment is due according to the terms set forth on the invoice, unless the parties agree to other terms. If Buyer fails to pay any sum owed hereunder when due, interest shall accrue at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. If Live Oak, in its sole discretion, finds it necessary to employ an attorney and/or collection agency to collect any past due sum owed hereunder, it may collect, in addition to any other sum owed hereunder, a reasonable attorney's fee and/or collection agency fee should Live Oak be successful in collecting past due sums.

4. PAYMENT BY CREDIT CARD. Buyer understands and acknowledges that should it elect to pay invoices with a credit card, it shall be subject to an additional 2.5% fee.

5. NO DEDUCTION. Buyer shall not be entitled to deduct from the price invoiced to it by Live Oak the amount of any claim asserted by Buyer against Live Oak, unless such offset or reduction shall have been allowed, in writing, by Live Oak. The provisions of the preceding sentence are of the essence of this sale.

6. LIMITED WARRANTY. Goods are warranted to comply with the warranty and specifications of the original manufacturer or producer of the goods. NO WARRANTIES EXTEND BEYOND THE FOREGOING WHICH ARE EXTENDED IN LIEU OF AND TO EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LIVE OAK'S SOLE RESPONSIBILITY THEREUNDER IS AS STATED. LIVE OAK SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE GOODS INVOLVED, UNDER THE FOREGOING WARRANTY OR ANY OTHER PART OF THIS AGREEMENT. LIVE OAK EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY THAT A PRODUCT WILL NOT SUPPORT MOLD.

7. REMEDIES. Buyer's remedies shall be limited to those remedies Live Oak, in its sole discretion, elects to provide. Under no circumstances shall Live Oak be liable to Buyer or any other person for any incidental, consequential, or indirect damages which are suffered by Buyer or any other person whether arising in tort, contract, or otherwise.

8. EVENTS OUTSIDE OF THE CONTROL OF LIVE OAK. Live Oak will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a contract or agreement that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 9.1.

9.1 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you.

9.3 Live Oak's obligations to Buyer will be suspended and the time for performance of Live Oak's obligations will be extended for the duration of the

Event Outside Our Control. Live Oak, notwithstanding the above, reserves the right to cancel the affected order without any liability to Buyer whatsoever. In no event shall Live Oak be obligated to purchase material from others to enable Live Oak to deliver goods to Buyer hereunder.

10. TITLE AND RISK. Live Oak warrants it has and will convey good and marketable title to the goods. Irrespective of any provisions concerning freight or price, title and risk of loss or damage shall pass to Buyer as follows: (A) if the shipment of goods originates at the manufacturer's place of business, then upon delivery of such goods to the carrier, or (B) if the shipment of goods originates at a Live Oak facility, then upon delivery of such goods to the shipping destination.

11. DELIVERY. Live Oak reserves the right to route all shipments and may assist Buyer in processing claims against carriers, without incurring liability therefore. Prices stated "F.O.B. delivered" include costs of transportation to the "consigned to/ship to" location specified in Live Oak's Pick Ticket/Bill of Lading. Any increase in delivery costs resulting from Buyer's instructions to the carrier and any extra costs of utilizing substitute methods of delivery, when the intended type of carrier or loading or unloading facilities become unavailable, shall be for Buyer's account.

12. DEFAULT. Buyer will be in default if (a) Buyer fails to pay to Live Oak any amount when due under this agreement, (b) Buyer fails for a period of five days after receiving written notice from Live Oak to fulfill or perform any provisions of this agreement (other than the prior provision relating to due date of payments), (c) Buyer becomes insolvent or bankrupt, or a petition therefore is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (d) Buyer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Buyer's assets are attached or seized under legal process and not released within 30 days thereafter. Upon Buyer's default, Live Oak may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (a) make shipments subject to receipt of cash in advance, (b) terminate this agreement and declare immediately due and payable the obligations of Buyer for products previously shipped, notwithstanding any other provision in these terms and conditions, (c) demand reclamation, and/or (d) suspend any further deliveries until the default is corrected, without releasing Buyer from its obligations under this agreement. In any event, Buyer shall remain liable for all loss and damage sustained by Live Oak because of Buyer's default, including, but not limited to, collection fees, reasonable attorneys' fees, and interest at the lower of 2% per month or the highest amount allowed by applicable law.

13. TAXES. All sales, excise, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums Buyer may be or may become obligated to pay hereunder.

14. PRODUCT PROTECTION. To avoid mold growth, building materials must be protected from moisture exposure according to industry customs during transit, storage, and use, including without limitation, transit to, storage at, and use on a jobsite. Untreated green wood products will support mold growth.

15. MUTUALITY. Except as otherwise provided herein, all debts and obligations of Buyer and Live Oak to each other are mutual and subject to setoff. For purposes of this paragraph, "Buyer" and "Live Oak" shall be deemed to include each party's respective subsidiaries and affiliates which directly or indirectly control or are controlled by that party through 100% equity ownership.

16. RETURN POLICY. Any and all returns must be made subject to the following terms and conditions:

- Returns within 30 days of invoice date.
- Buyer must have receipt in order to receive a refund.
- All returned items are subject to a 15% re-stocking fee unless specifically stated on the original receipt.
- Special orders and bagged goods are non-refundable unless expressly stated on the receipt.

17. GOVERNING LAW. Any transaction subject to these terms and conditions shall be governed by the laws of state of the State of Georgia with venue in a court of competent jurisdiction in Gwinnett County, Georgia.

Internal Use Only

Est Annual Sales Potential Credit Limit Lien Credit Limit Credit Status

Were terms of sale—Net 30 days from invoice date—explained & agreed to? Yes No If no, why?

Personal Guaranty Required? Yes No Terms

Sales Rep Name Customer Type & Size (for SPA) Customer Classes

Signature of Sales Rep and Date

Signature of Sales Manager and Date

Signature of Vice President and Date