

903 Hodgkins St. #101
Houston, TX 77032
info@universalbm.com



Office: (281) 227-0419
Fax: (281) 227-0805
universalbuildingmaterials.com

CREDIT APPLICATION AND AGREEMENT

CUSTOMER INFORMATION:

COMPANY NAME: _____

TYPE OF ORGANIZATION: _____ LLC _____ CORP _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ WEBSITE: _____

TYPE OF BUSINESS: _____ FEDERAL TAX ID #: _____ DATE ESTABLISHED: _____

CONTACT NAME: _____ EMAIL: _____

ACCOUNTS PAYABLE NAME: _____ EMAIL: _____

PRINCIPAL / OFFICER / RESPONSIBLE PARTY INFORMATION:

NAME: _____ TITLE: _____

SOCIAL SECURITY NUMBER (LAST 3 ONLY): _____ DRIVER'S LICENCE NUMBER (LAST 3 ONLY): _____ ISSUED STATE: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

NAME: _____ TITLE: _____

SOCIAL SECURITY NUMBER (LAST 3 ONLY): _____ DRIVER'S LICENCE NUMBER (LAST 3 ONLY): _____ ISSUED STATE: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

NAME: _____ TITLE: _____

SOCIAL SECURITY NUMBER (LAST 3 ONLY): _____ DRIVER'S LICENCE NUMBER (LAST 3 ONLY): _____ ISSUED STATE: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

TRADE / BUSINESS REFERENCES:

NAME _____ PHONE: _____

ADDRESS _____

NAME _____ PHONE: _____

ADDRESS _____

NAME _____ PHONE: _____

ADDRESS _____

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BANKING INFORMATION:

BANK NAME: _____ ACCOUNT MANAGER: _____

BANK BRANCH: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

ACCOUNT INFORMATION:

REQUESTED CREDIT LIMIT \$ _____ REQUESTED CREDIT TERMS: _____ DAYS

ACKNOWLEDGEMENT:

I, THE CUSTOMER IDENTIFIED ABOVE, HEREBY APPLY FOR AN ACCOUNT CREDIT LINE WITH UNIVERSAL BUILDING MATERIALS LLC ("UBM"). THE CREDIT APPLICATION AND AGREEMENT INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I VOLUNTARILY PROVIDED THIS INFORMATION TO UBM AS PART OF MY APPLICATION PROCESS. I UNDERSTAND THE INFORMATION WILL BE USED TO MAKE NECESSARY CREDIT INQUIRES BY UBM. BY SIGNING BELOW, I HERBY AUTHORIZE UBM TO INVESTIGATE ALL REFERENCES STATED ON THIS APPLICATION. I FURTHER GIVE UBM THE AUTHORITY TO REQUEST CREDIT INFORMATION ON THE STATED APPLICANT AND ON THE PRINCIPAL/OFFICER/RESPONSIBLE PARTY OF THE APPLICANT AS IS NECESSARY IN ORDER FOR UBM TO MAKE AN INFORMED DECISION AS TO THIS APPLICATION.

I ALSO AGREE TO INFORM UBM IMMEDIATELY OF ANY CHANGES IN THE FINANCIAL OR OTHER INFORMATION PROVIDED ABOVE. SUCH CHANGES INCLUDE BUT ARE NOT LIMITED TO: CHANGE IN COMPANY NAME, CHANGE IN DESIGNATED PRINCIPAL/OFFICER/RESPONSIBLE PARTY OF COMPANY, CHANGE IN BANK REFERENCE, and DEBT INCREASE OF OVER \$50,000.00 IN ANY GIVEN 30-DAY TIME PERIOD.

THE SIGNATURE BELOW IS THAT OF AN AUTHORIZED SIGNATOR FOR THE APPLICANT THAT HAS THE AUTHORITY TO ENTER INTO THIS APPLICATION TO INCUR DEBT ON BEHALF OF THE APPLICANT.

BY SIGNING BELOW I ACKNOWLEDGE I HAVE READ THIS APPLICATION THOROUGHLY AND AGREE TO ALL TERMS, POLICIES AND CONDITIONS OF THIS APPLICATION; AND FURTHER, THAT I GUARANTEE THE FULL AND PUNCTUAL PAYMENT OF FUNDS WHEN DUE. IN THE EVENT OF PAYMENT DEFAULT, AND IF THIS ACCOUNT IS THEN COLLECTED BY A THIRD-PARTY AGENCY AND/OR AN ATTORNEY ON BEHALF OF UBM, I AGREE TO PAY ALL REASONABLE ATTORNEY FEES AND/OR COSTS OF COLLECTION INCURRED TO BE IN AN AMOUNT NOT LESS THAN TWENTY PERCENT (20%) OF THE UNPAID BALANCE WHETHER OR NOT A LAWSUIT IS FILED.

AUTHORIZED SIGNATURE: _____ TITLE: _____ DATE: _____

PERSONAL GUARANTEE:

Attached as Exhibit A and incorporated herein is an executed and notarized Personal Guarantee of this debt.

<p><u>OFFICE USE ONLY:</u></p> <p>Approved Credit Amount: \$ _____</p> <p>Approved Terms: _____ Days</p> <p>Approved By: _____</p> <p>Approved Date: _____</p>

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TERM AND CONDITIONS FOR CHARGE ACCOUNTS

Terms and Conditions. These terms and conditions (“Terms and Conditions”) govern any transaction between Customer, as identified in the Credit Application and Agreement, and its successors or assignees, and Universal Building Materials LLC (“UBM”) or any of its subsidiaries, (“Parties” or “Party” when used individually). In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions on the Customer’s purchase order, other Customer document or previous agreements, these Terms and Condition shall govern and supersede. Any special terms and or allowances shall be made in writing and approved by an officer of UBM.

Credit Information. Customer consents to UBM obtaining credit information as may be required from time-to-time in connection with any application for or renewal or extension of credit. UBM may disclose, at the Customer’s request, any Customer credit information obtained from any credit reporting agency, credit association, or UBM affiliate(s).

Credit Variance. Customer acknowledges that UBM, in its sole discretion, reserves the right to raise, reduce or revoke Customer’s credit privileges upon written notice, via mail, email, text or fax.

Credit Limit. UBM will approve a Credit Limit amount to the Customer. The amount, extension, reduction or cancellation of credit shall be at the sole discretion of UBM. Customer understands and agrees that if the **Customer’s account Credit Limit is reached**, UBM in its sole discretion, may place the **account On-Hold** with Cash on Delivery (COD) payment restrictions, hold and/or cancel any pending orders, and/or refuse to accept future orders and may accelerate all unpaid invoices so that they become due and payable immediately. Should invoices not be paid in the requested time by UBM, all unpaid invoices will be sent to UBM’s legal team. IN THE EVENT OF PAYMENT DEFAULT, AND IF THIS ACCOUNT IS TURNED OVER TO AN AGENCY AND/OR AN ATTORNEY FOR COLLECTION, THE CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND/OR COSTS OF COLLECTION INCURRED TO BE IN AN AMOUNT NOT LESS THAN TWENTY PERCENT (20%) OF THE UNPAID BALANCE WHETHER OR NOT A LAWSUIT IS FILED.

Payment Terms. Unless otherwise agreed in writing, payment of material shall be made in accordance with the terms contained on UBM’s Invoice. Should payment terms not be explicitly demonstrated on UBM’s invoice, the default payment **due date is 30 days from the UBM invoice date**. Customer understands and agrees that if the **Customer’s account becomes past due**, UBM in its sole discretion, may place the **account On-Hold** with Cash on Delivery (COD) payment restrictions, hold and/or cancel any pending orders, and/or refuse to accept future orders and may accelerate all unpaid invoices so that they become due and payable immediately. Should invoices not be paid in the requested time by UBM, all unpaid invoices will be sent to UBM’s legal team. IN THE EVENT OF PAYMENT DEFAULT, AND IF THIS ACCOUNT IS TURNED OVER TO AN AGENCY AND/OR AN ATTORNEY FOR COLLECTION, THE CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND/OR COSTS OF COLLECTION INCURRED TO BE IN AN AMOUNT NOT LESS THAN TWENTY PERCENT (20%) OF THE UNPAID BALANCE WHETHER OR NOT A LAWSUIT IS FILED.

Statements. Weekly statements will be emailed to any open balance account as a courtesy reminder.

Authorized Buyers. Upon Credit Line approval, Customers will be asked for Authorized Buyer(s) information. It is the responsibility of the Customer to inform UBM when there is a change in the designated Authorized Buyer(s) and their contact information.

Acceptable Payment: Payment(s) shall be made to: Universal Building Materials LLC, 903 Hodgkins St. #101, Houston, TX 77032. Acceptable payments are cash, check or credit card. Should a **check be declined a \$35.00 Returned Check Fee** will be assessed to the Customer.

Material Limitations. CUSTOMER ACKNOWLEDGES THAT UBM SELLS ALL MATERIAL TO CUSTOMER “AS IS, WHERE IS”. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT UBM DOES NOT MANUFACTURE THE MATERIAL IT SELLS AND THEREFORE, UBM MAKES NO REPRESENTATION, WARRANTIES, EXPRESS OR IMPLIED, AND/OR GUARANTEES WITH RESPECT TO THE MATERIAL(S) IT SELLS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY IMPOSED ON UBM SHALL BE LIMITED TO THE

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REPLACEMENT OF THE PRODUCT AND UBM WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATIONS, INJURY TO PERSONS, DAMAGES TO ANY BUILDING OR CONTENTS THEREOF, DAMAGE TO PROPERTY, DRIVEWAYS, SIDEWALKS OR LANDSCAPING, WHETHER FOR ITS SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF LIMITATION OF INCIDENTAL OF CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

Delivery. Unless instructed otherwise, UBM will arrange transportation of material according to shipping instructions provided by the Customer. Delivery Dates are estimates only and UBM is not liable for any delay(s) or late delivery, whether caused by Force Majeure (as set out below) or otherwise. If for any reason, a **Delivery is canceled, at the request of the Customer, in route** to the Delivery Address, a **Delivery Fee plus a 1.5% cancellation fee will be assessed** to the Customer. To avoid any fees, the Customer must call the day before the scheduled Delivery Date to make any changes. Ownership of material changes when the material is unloaded from UBM's delivery fleet and placed in the Buyer's property or possession; and thereafter, UBM is NOT RESPONSIBLE OR LIABLE for any DAMAGES DONE TO PROPERTY or LOSS, COST, DAMAGE ARISING FROM THE OPERATIONS. For the convenience of the Customer, UBM may store the Customer material for a maximum amount of two (2) weeks. Should the material be stored longer, UBM at its option may assess the following storage fees: \$50.00 for the first three (3) days after the two (2) weeks and thereafter \$10.00 per day.

Force Majeure. Force Majeure means any act of God, mother nature, war or threat of war, fire, explosion, or other casualties, armed conflict, strike, lockout or other labor disturbance or work stoppage blockades, start up production delays, equipment failure, market conditions, civil unrest including government action, act of public authority, or any other cause reasonably beyond UBM's control. Upon the occurrence of a Force Majeure event which prevents or delays UBM from performing any of its obligations, UBM will be relieved of its obligations for as long as to the extent that its performance is so prevented or delayed and will not be liable to any party for any loss caused by such prevention of performance or delay. Each Party will notify other Party promptly when the occurrence of a Force Majeure event arises and when it ceases, will do whatever is reasonably within its power to perform its obligation and will make reasonable efforts to eliminate or alleviate the effects of the Force Majeure event.

Special Orders. Special Order(s) is defined as material not available in UBM's inventory and requires to be order specifically for a customer with specific material or product specifications. Special Orders need to be paid in full prior to placing a Special Order. Should a Customer request to cancel a Special Order after it has been paid and ordered from a UBM Provider or returned after Delivery Date, in its sole discretion UBM may charge a 35% - 65% restocking fee.

Returns or Exchanges. Return or Exchange material is subject to inspection and approval and can be done within 30 days of the Invoice Date. A minimum 15% re-stocking fee will be charged to the Customer. Should the Customer decide to keep the Return Value as a Credit, the Credit will be applied to the oldest invoice unless informed otherwise. For any return value, a \$250.00 maximum cash refund can be provided; anything more than that amount is to be refunded via credit card or check. Unapplied credits will expire after six (6) months.

Complaints. For complains regarding UBM employee's behavior, the Customer shall communicate the complaint in email To: administration@universalbm.com as soon as possible. For complaints regarding material, whether picked up or delivered to the Customer Site, material shall be held intact as delivered accompanied with tally of objectionable material, shall be communicated in writing, via text or email, to UBM within 24-hours of picked up or delivered material. Any alteration(s) of material(s), whether by treatment or otherwise, without UBM's prior written consent, via text or email, shall void all representations, guarantees or warranties given by UBM.

Amendment. UBM reserves the right to amend these Terms and Conditions from time to time, in its sole discretion and on written notice to the Customer the amended Terms and Conditions will be binding on the Customer.

Binding Agreement. These Terms and Conditions Agreement is binding on the Parties, their agents, officers, directors, employees, subsidiaries, predecessors, successors, assigns, heirs, legatees, affiliates, and any person or entity acting on

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their behalf and has full force and effect and shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris.

Authority to Enter and Execute this Agreement. The Customer signing has the authority to enter into this Agreement and to bind the associated Party to the terms of this Agreement and no further approvals or consents are required by any other person or entity. The Customer signing this agreement also warrant that he or she has the full power, authority, and legal right to execute, deliver and perform the terms of this Agreement and this Agreement has been duly authorized by all necessary corporate action and shall constitute a valid and binding obligation of the respective Parties hereto and enforceable in accordance with their terms.

Litigation. If litigation is brought to construe or enforce this Agreement, UBM shall be entitled to recover damages and attorney's fees, expert fees, court costs, and expenses.

Severability. In the event of an ambiguity in a term or provision of this Agreement, there shall be no presumption made with respect to the interpretation of such ambiguity against any writer of this Agreement or of the ambiguous term or provision. Furthermore, if any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance here from.

Headings. The paragraph headings used herein are for descriptive purposes only. These headings have no substantive meaning and the terms of the Agreement shall not be affected by such headings.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, successors, and assigns. Assignment by Customer has to be approved by Company and Company shall not withhold permission to assign if the conditions are reasonable.

Whole Agreement. These Terms and Conditions govern the agreement between the parties in relation to the sale by UBM and purchase by Customer of UBM's products and supersede all previous communications, representation, understanding, and agreements, whether oral or written, between UBM and Customer unless expressly reserved herein.

The undersigned has read understood these terms and conditions, has the authority to bind the Customer and agrees that the Customer is bound by these Term and Conditions.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ DATE: _____

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Exhibit A: PERSONAL GUARANTEE

In consideration of the underlying credit extended to _____ (“Customer”) by Universal Building Materials LLC and any and all of UBM’s affiliates (together referred to as “UBM”), the undersigned agrees to personally guarantee the debt of Customer with UBM thereby being personally liable for the Customer’s entire indebtedness with UBM.

I understand I am agreeing to personally pay the entire amount of Customer’s indebtedness with UBM in full. I further understand the amount of the indebtedness will fluctuate as business is performed over time between Customer and UBM. I also understand unpaid balances are subject to interest accrual and late fee charges which I will be responsible for paying. Further still, I understand in the event of default by the Customer and subsequent non-payment by me of the Customer’s debt, I will be subject to the same collection proceedings initiated by UBM as those initiated against the Company by UBM. Collection proceedings can include demand letters, arbitration, mediation, lawsuits and collection of judgments. In any collection proceeding initiated by UBM, UBM shall seek attorney fees and court cost reimbursement along with payment of the unpaid principal and interest. I understand I am agreeing to pay all reasonable Attorney Fees incurred by UBM in its collection proceedings of any type. I am agreeing to pay all costs of collection incurred by UBM in an amount not less than twenty percent (20%) of the unpaid balance whether or not a lawsuit is filed. In the event a lawsuit is filed, I agree to pay the principal amount due, Attorney Fees incurred by UBM, all court costs incurred by UBM, additional costs of collection incurred by UBM in an amount not less than twenty percent (20%) of the principal amount due, pre-judgment interest on the principal amount due, and post-judgment interest on the judgment amount due.

By signing below, I acknowledge that I have read this entire Personal Guarantee and the underlying agreement between the Customer and UBM. I further acknowledge I understand the terms of this Personal Guarantee and the terms of the underlying agreement between the Customer and UBM. By signing below, I agree to be bound by the terms herein.

Signature Address

Print name Phone

Date Email Address

State of _____

County of _____

Before me, the undersigned authority, on this day _____ personally
appeared _____ known to me to be the person whose name is
subscribed to the forgoing instrument, and executed the document in my presence.

Signature of Notary Public

My Commission Expires: _____