



COMMERICAL CONSTRUCTION MATERIALS
P.O. BOX 487 WACO, TX 76703
PHONE (254) 753-4523
FAX (254) 753-4542
E-mail: www.cfsupplyinc.com

*****CREDIT APPLICATION*****

SOCIAL SEC# _____ DRIVER'S LICENSE # _____
FIRM'S NAME _____ DATE _____
FIRM'S BILLING ADDRESS:
STREET OR P.O. BOX: _____ SUITE# _____
CITY AND STATE: _____ ZIP CODE _____
PHONE: _____ FAX: _____
FIRM'S PHYSICAL ADDRESS:
STREET: _____ SUITE# _____
CITY AND STATE: _____ ZIP CODE _____

COMPANY OWNERS/OFFICERS

NAME _____
TITLE: _____
HOME ADDRESS: _____
PHONE() _____

NAME _____
TITLE: _____
HOME ADDRESS: _____
PHONE() _____

ORGANIZATION STRUCTURE:

___ Corporation ___ Partnership ___ Proprietorship
State & Date of Incorporation or Formation of
Business: _____
Type of Business _____
How long has your firm operated at above
address: _____
Bank Reference Name: _____
Account #: _____
Phone: () _____

CREDIT REFERENCES

NAME: _____
ADDRESS _____
CITY _____ STATE _____
PHONE() _____
FAX () _____

NAME: _____
ADDRESS _____
CITY _____ STATE _____
PHONE() _____
FAX () _____

NAME: _____
ADDRESS _____
CITY _____ STATE _____
PHONE() _____
FAX () _____

NAME: _____
ADDRESS _____
CITY _____ STATE _____
PHONE() _____
FAX () _____

Number of Invoices Required: _____ Monthly Credit Needed: _____
Do you claim a State Sales Tax Exemption? _____ YES _____ NO (If yes, Attach a sign copy)
Applicant(s) authorize CF Supply, Inc. to conduct any investigation deemed necessary by CF Supply, Inc. to determine whether
applicant meets the credit requirement of CF Supply, Inc. upon the granting by CF Supply, Inc. of applicant's request for the extension
of credit, all sales by CF Supply, Inc. to applicant will be pursuant to those terms and conditions set forth on the reverse side hereof,
by its signature below, applicants acknowledges that it has read, understands and accepts such terms and conditions.

Applicant _____

Name _____
Title _____

TERMS AND CONDITIONS

The undersigned Applicant and C.F. Supply, Inc. hereby agree to the following terms and conditions for the sale on open account of goods and materials. There are no terms, conditions, agreements, understandings or stipulations concerning such sales that are not fully expressed herein. APPLICANT'S ACCEPTANCE OF THESE TERMS AND CONDITIONS IS MADE ON THE EXACT TERMS THEREOF. ACCEPTANCES, PURCHASE ORDER OR CONFIRMATIONS THAT STATE ADDITIONAL OR DIFFERING TERMS, WHETHER OR NOT MATERIALS, ARE NOT EFFECTIVE NOR ARE THEY PART OF THE AGREEMENT BETWEEN APPLICANT AND C.F. SUPPLY, INC., UNLESS EXPRESSLY ASSENTED TO IN WRITING BY C.F.SUPPLY, INC.

1. All invoices sent by **C.F. Supply, Inc.** to Applicant for goods and materials sold shall be due and payable no later than the 10th day of the month immediately following the month during which the purchase was made for which an invoice is sent. Any amount not paid when due shall immediately accrue a service charge, calculated at a rate eighteen percent (18%) per annum (or, if less, the maximum legal rate permissible to be charged), for that period of time during which such amount remains past due. Each such service charge matures and is fully due and payable thirty (30) days from the date that such service charge accrues. Any matured and unpaid service charge previously imposed shall also accrue a service charge calculated at a rate of eighteen percent (18%) per annum for that period of time during which such amount remains past due. Notwithstanding anything to the contrary contained herein, no provision hereof shall require or permit the collection of interest in excess of the maximum interest rate allowed by applicable law on past due accounts.
2. CF Supply, Inc. reserves the right to limit or terminate its extension of credit made pursuant to the terms hereof and to otherwise modify and alter its terms of sale.
3. Applicant grants by this Agreement to CF Supply, Inc. and security interest in all materials sold hereunder, which security interest attaches upon the acquisition by Applicant of any rights in such materials. Such security interest secures payment of all indebtedness of Applicant to CF Supply, Inc. now or hereafter arising, absolute or contingent. Applicant shall have the rights and remedies provided by the Uniform commercial Code upon insecurity or failure of Applicant to make a payment when due.
4. This Agreement is expressly performable in Waco, McLennan County, Texas, and venue of any action arising out of or in any way related to this Agreement, invoices submitted by CF Supply, Inc., or the sale and delivery by CF Supply, Inc. of goods and materials to Applicant, shall be in McLennan County, Texas. APPLICANT AND CF SUPPLY, INC. ACKNOWLEDGE THAT THIS TRANSACTION BEARS A REASONABLE RELATION TO THE STATE OF TEXAS AND AGREE THAT THE LAW OF TEXAS WILL GOVERN THEIR RIGHTS AND DUTIES. FURTHER, APPLICANT HEREBY SUBMITS TO THE JURISDICTION OF THE COURTS OF TEXAS IN CONNECTION WITH ANY ACTION ARISING OUT OF THIS AGREEMENT OR INVOICES SUBMITTED BY CF SUPPLY, INC. TO APPLICANT AND THE SALE OF GOODS AND MATERIALS PURSUANT HERETO.
5. CF SUPPLY, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CF SUPPLY, INC. HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE MATERIALS OR GOODS BEING SOLD THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE MATERIALS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. ANY DESCRIPTION OF THE GOODS CONTAINED IN INVOICES SUBMITTED BY CF SUPPLY, INC. TO APPLICANT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS

AND MATERIALS, AND NO DESCRIPTION OF THE GOODS HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION MADE BY CF SUPPLY, INC.

CF SUPPLY, INC. DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO ALL MATERIALS SOLD PURSUANT HERETO.

CF SUPPLY, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO ALL MATERIALS SOLD PURSUANT HERETO.

6. Applicant shall be in default in either or the following events:
 - a. the failure of Applicant to promptly pay any amount due to CF Supply, Inc. for goods and materials furnished by CF Supply, Inc. to Applicant:
 - b. in the event any representation made by Applicant to CF Supply Inc., or any of the information provided by Applicant to CF Supply, Inc. in this Credit Application and Open Account Agreement, is incorrect or untrue in any respect; or
 - c. CF Supply, Inc. deems itself insecure in the prospect of repayment of amounts due by Applicant to it or determines, in its sole and absolute discretion, that Applicant will be unable to timely pay any indebtedness owed to CF Supply, Inc. for goods and materials furnished by it.
7. No failure or delay by CF Supply, Inc. to bill for any service charge or other charge or expense shall waive or otherwise affect its right to receive or collect such charge or expense.
8. All information provided in this Application or otherwise submitted by Applicant to CF Supply, Inc. is true and correct and is being (or will be) furnished for the purpose of obtaining credit from CF Supply, Inc. CF Supply Inc. may keep this Application and any accompanying information and is authorized by Applicant to verify any information provided herein and answer any questions others may have about the applicants credit record with CF Supply, Inc.

Dated this ____ day of _____ 20__

Applicant

CF Supply, Inc.

By: _____

Name: _____

Title: _____

PERSONAL GUARANTY

TO: C.F. SUPPLY, INC.
2101 SOUTH 21ST STREET
WACO, TX 76706

RE: CUSTOMER: _____

For value received and in consideration of the extension of credit and the selling of goods and materials on open account to the above-referenced customer by C.F. Supply, Inc., hereinafter referred to as "Customer," and as an inducements for C.F. Supply, Inc. to do so, the undersigned, whether on or more, hereby jointly and severally and unconditionally guarantees the prompt payment, of all indebtedness, now or to become due, for all goods and materials previously sold or hereafter sold to Customer, together with all attorney's fees, costs and expenses which C.F. Supply, Inc. may incur in attempting to collect from Customer or in the enforcement of this guaranty. This Guaranty shall be enforceable against the undersigned upon the failure of Customer to pay any of the above indebtedness to C.F. Supply, Inc. when due. C.F. Supply, Inc. is not required to pursue any remedies against Customer as a condition to the undersigned's liability under this personal Guaranty before pursuing enforcement hereof against the undersigned.

This Guaranty shall remain in full force and effect until such time as the undersigned gives notice in writing of termination to C.F. Supply, Inc., but such termination shall not affect the liability of the undersigned for amounts then owing on the above-referenced indebtedness, together with all costs and expenses incurred in attempting to collect from Customer and/or in the enforcement of this Guaranty.

Executed this _____ day of _____, 200____.

GUARANTOR:

Name: _____

GUARANTOR:

Name: _____

GUARANTOR:

Name: _____

GUARANTOR:

Name: _____