



COMMERCIAL/RESIDENTIAL
ACCOUNT APPLICATION

1. Tell us about your company

Type of Ownership

Partnership Corporation Proprietorship LLC (attach list of members)

Trade/Business Name _____ "Buyer"

Address 1 _____ Attach Business Card or Complete

Address 2 _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Cell Phone _____ Email _____

State Contractors License # (if applicable) _____

Have you purchased from Bradco before? Where _____

Estimated Monthly Purchases _____

Year Business Started _____ Federal Tax I.D.# _____

If Tax Exempt - Attach Certificate Attached Do You Issue a Purchase Order Yes No

Person to Contact Regarding Accounts Payable: _____

at Phone _____

Owners and/or Officers Information:

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Name _____ Title _____

SSN # _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Bank Information:

Name of Bank _____

Address _____ Phone _____

Major Trade References:

Name _____

Address _____

Phone _____ Fax _____

Name _____

Address _____

Phone _____ Fax _____

Store Use Only - Check One

BRADCO SUPPLY CO.

Sales Associate _____

Sales # _____ Branch # _____

- A. Tier 1 L/S comm. roof.
- B. Tier 2 L/S comm. roof.
- C. Tier 3 L/S comm. roof.
- D. Comm. Builder
- E. Comm. Remodeler
- F. Comm. Gen. Contr.
- G. Res. Roof.
- H. Natl. Res. Home Build.
- I. Reg. Res. Home Build.
- J. Large Home Build.
- K. Small Home Build.
- L. Mfg/Mod. Build.
- M. Turnkey Contr.
- N. Resid. Remodeler
- O. Resid. Gen. Contr.
- P. Gutter & Rainware
- Q. Metal Specialist
- R. Waterproof Specialist
- S. Stormer
- T. Misc. Contractor
- U. Distributor (Competitors)
- V. Big Box/Lum Yd (Retail)
- W. Nat. Retail Remodeler
- X. Institutional/Prop. Mgrs.
- Y. Branch Cash Accounts
- Z. Intra Co. Accounts

Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by Bradco. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Bradco. Buyer agrees to be bound by Bradco's Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes Bradco to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

2. Sign here (acknowledges & agrees to be bound by attached terms & conditions)

Signature _____ Date _____

Print _____

3. Your personal guaranty

Giving us your personal guaranty will speed the process of approving your application.

Continuing Guaranty

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to Bradco, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by Bradco in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by Bradco's Terms and Conditions of Continuing Guaranty.

Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes Bradco to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

4. Guarantors sign here

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____

City State Zip

Phone _____ SSN # _____

BRADCO SUPPLY CO. CREDIT AGREEMENT

As a condition to the election of American Builders & Contractors Supply Co., Inc., a Delaware corporation with its principal place of business at its National Support Center at One ABC Parkway, Beloit, Wisconsin (d/b/a "ABC Supply Co., Inc.," "Bradco Supply," "Premier Supply," "Admiral Supply," and "Quality Roofing Supplies", among others) (hereinafter, "Seller") to extend credit to Buyer, Buyer has executed Seller's Credit Application and agrees to the following terms and conditions for all purchases made by Buyer from Seller or any of its subsidiaries. All purchases by Buyer from Seller are made pursuant to this Credit Agreement, the Seller Credit Application, and Seller Purchase Agreement. The terms and conditions of the Seller Credit Application and the Seller Purchase Agreement are incorporated by reference herein. Any payments made through Seller's Invoice Gateway are also subject to the terms and conditions of the Invoice Gateway, which Buyer hereby acknowledges and accepts. The Credit Application, Credit Agreement, the Purchase Agreement and, if relevant, the Invoice Gateway terms and conditions together constitute the entire agreement between Seller and Buyer and shall be collectively referred to from time to time as the Agreement. In the event of any conflict in the terms of the aforementioned, the terms of the Seller Purchase Agreement shall control.

A. General Terms and Conditions.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping document, with or without Buyer's signature. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, a monthly late payment charge of 1.5%. Seller reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms.

Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against Seller for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).
2. Buyer agrees to pay all costs of collection by Seller of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and Seller, and Seller prevails, Buyer shall pay Seller its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, Seller shall be entitled to recover its fees up to the maximum allowed by state law.
3. Seller shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner, which Seller deems proper. Unless otherwise specified in the remittance advice, Seller may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of any such payments toward Buyer's principal account balance.
4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from Seller and any credit extended hereunder will be used solely for business and commercial purposes.
5. The Agreement is governed by and shall be construed consistently with the laws of the state of Wisconsin (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between Buyer and Seller in Wisconsin. American Builders & Contractors Co., inc. makes policies about granting credit to Buyer and extending credit to Buyer under this Agreement, and accepts Buyer's payments in Wisconsin. Any action arising out of or related to the Agreement shall be brought, at Seller sole discretion, either in a court with jurisdiction over the county in which the pertinent Seller Branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between Seller and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Agreement. The Agreement contains the full, final and exclusive statement of the Agreement between Seller and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on Seller without Seller written consent. Waiver by Seller of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.
6. **Buyer agrees to provide Seller with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity.** Seller at its office first written below must receive written notice by Certified or Registered Mail within 30 days of such change.
7. All notifications should be addressed to the Seller branch from which Buyer has purchased the most goods in the last 90 days.

B. Terms and Conditions of Continuing Guaranty.

For value received, and for the purpose of influencing American Builders & Contractors Supply Co., Inc. (d/b/a "ABC Supply Co., Inc.," "Bradco Supply," "Premier Supply," "Admiral Supply," and "Quality Roofing Supplies", among others) (hereinafter, "Seller") to extend credit or other financial accommodations, or to continue to extend credit or other financial accommodations, to Buyer, each person or entity who signed the Seller's Credit Application as guarantor (hereinafter "Guarantor", whether one or more) hereby guarantees jointly and severally, without limitation as to amount, the prompt payment when due of any and all indebtedness of Buyer to Seller, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fees paid or incurred by Seller in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness".

1. No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the Indebtedness and no delay in enforcement of payment of the Indebtedness under this Guaranty shall affect the liability of Guarantor hereunder. Any and all payments upon the Indebtedness made by Buyer, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness may be applied by Seller upon such of the items of the Indebtedness as Seller shall determine in its sole discretion.
2. Guarantor waives notice of acceptance of this Guaranty, notice of the extension of creditor financial accommodation to Buyer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent proceeding or action against Buyer. The obligations of the Guarantor shall not be affected by: (a) the failure of Seller to assert any claim or demand or to enforce any right or remedy against the Buyer or another Guarantor; or (b) any extension, modification, or renewal of the terms or amount of the Indebtedness.
3. This Guaranty is a continuing guaranty and shall remain in full force and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after (a) expiration of thirty (30) days after written notice by Certified or Registered Mail of revocation is received by Seller as referenced in Section 12 and (b) all of the Indebtedness owed to Seller by Buyer shall have been fully paid (including all late payment charges and attorneys fees which accrue after expiration of the 30 day period).
4. If this Guaranty is executed by more than one person or entity, it shall be the joint and several obligation of each person and entity.
5. If this Guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make this Guaranty, that the execution by him on behalf of the corporation has been duly authorized and that the making of this Guaranty is in the best interest of the corporation.
6. Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of Guarantor's domicile, or of any other state or of the United States as against the liability and obligation hereby created. Guarantor transfers and assigns to Seller an amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.
7. Guarantor further agrees to the extent that the Buyer makes a payment or payments to Seller or Seller receives any proceeds or collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Buyer, its estate, trustee, receiver, or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, Buyer's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.
8. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to Seller by Guarantor. Guarantor hereby waives any right to enforce any remedy that Seller now has or may hereafter have against the Buyer. Guarantor further agrees that any and all claims of Guarantor against the Buyer shall be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorneys' fees and expenses), and any other liabilities or obligations owing to Seller by the Buyer.
9. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
10. All obligations are payable and performable at the address of Seller as identified in Section 12 below.
11. Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, requested from time to time by Seller.
12. All notifications should be addressed to the Seller branch from which Buyer has purchased the most goods in the last 90 days.

**PURCHASE AGREEMENT TERMS AND CONDITIONS OF SALE
BRADCO SUPPLY**

1. Any purchase made on credit requires that Buyer have on file with the Bradco Supply Division of ABC Supply Co., Inc. ("Seller") an approved Credit Application. Buyer further confirms Buyer's consent to Seller's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. Seller acknowledges and accepts Buyer's order, Seller's acknowledgement and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon Seller unless hereafter set forth in a writing signed by Seller's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and Seller. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder. Unless Buyer notifies Seller in writing to the contrary prior to making a purchase, Buyer hereby represents and warrants that any employee or agent action on Buyer's behalf shall be deemed to be authorized by Buyer and Seller may rely upon such representation.
3. In any case, in which Seller makes delivery, Buyer hereby agrees to pay Seller's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes Seller to unload the goods and leave them at the delivery destination. Buyer shall release Seller and shall indemnify and hold harmless Seller from and against any and all claims demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to Seller within 5 calendar days of delivery.
5. Seller shall have the right, without prejudice to any other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever Seller may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to Seller of Buyer's ability to perform.
6. Unless otherwise provided by law, Seller may require Buyer to pay or to reimburse Seller for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. Seller reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of Seller would infringe any patent now or hereafter issued and under which Seller is not licensed.
8. Where Buyer requires tests or inspection not regularly provided by Seller, Seller may charge Buyer for the actual cost of such test or inspections.
9. An order may be terminated by Buyer before completion only with Seller's written consent, in which event Buyer shall pay to Seller:
 - (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.
 - (b.) All actual costs incurred by Seller in connection with the uncompleted portion of the order.
 - (c.) Cancellation charges, if any, of Seller because of its commitments, made under the order.
10. Buyer shall not hold Seller responsible for any delay caused in whole or in part by circumstances beyond Seller's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. Seller shall not be liable in any event for any special, incidental, or consequential damages caused by Seller's failure or delay in performance or delivery due to any cause whatsoever, if Seller is unable, due to any cause beyond Seller's control, to supply Buyer's total demand for products. Seller may allocate its available supply among Seller's customers, including Seller's branches and affiliates, in any manner Seller deems reasonable.
11. Seller shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. **SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement. BUYER ACKNOWLEDGES THAT BUYER IS MAKING THIS PURCHASE BASED UPON BUYER'S SPECIFICATIONS TO SELLER OF THE GOODS REQUIRED BY BUYER AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF SELLER AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.**
12. Seller shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of Seller under this Purchase Agreement is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. Seller shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of Seller.
13. Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to Seller, as indemnitee, allowable under that applicable law.
14. This Purchase Agreement shall be governed by and construed according to the laws of the state wherein the Seller branch supplying the goods hereunder is situated. Any action brought, upon or by reason of, this Purchase Agreement shall be brought, in Seller's sole discretion, either in a court with jurisdiction over the county in which the Seller branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between Seller and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event, any action is brought upon, or due to, this Purchase Agreement by either Buyer or Seller, and Seller prevails, Buyer shall pay Seller's reasonable attorney's fees and other costs incurred because of or in connection with such action, in the maximum amount permitted by law.
15. Waiver by Seller of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
16. T/D symbols printed on the front of any Seller warehouse picking/delivery ticket, invoice, or statement represents the tax and discount status of individual items. The following is a description of each symbol or combination of symbols:
 - / = Taxable regardless of the order's tax status
 - \ = Nontaxable regardless of the order's tax status
 - = Non-discountable regardless of the order's terms
 - / — = Taxable and non-discountable regardless of the order's tax status and terms
 - \ — = Nontaxable and non-discountable regardless of the order's tax status and termsIf the item is taxable, and discountable based on the order's tax status and terms, no symbol will print.