



"Our Service Makes The Difference"

G. PROULX BUILDING MATERIALS, LLC.
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FT. LAUDERDALE, FL 33312
TEL: 954-327-3465
www.gproulx.com

CREDIT AGREEMENT APPLICATION AND TERMS OF CREDIT

Sales Rep: _____

NAME OF FIRM: _____

FED I.D.# _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____

CELL: _____

FAX: _____

EMAIL: _____

CREDIT REQUIRED \$ _____

YEARS IN BUSINESS: _____

BUSINESS ENTITY: CORPORATION () PARTNERSHIP () PROPRIETORSHIP ()
STATUS: OWNER/BUILDER () GENERAL CONT () SUB CONT () OTHER () _____

WE REQUEST INVOICES AND STATEMENTS TO BE (please provide email/fax in the space below):
() FAXED _____ () E-MAILED _____

PRINCIPALS:

NAME: _____ S.S.# _____ PHONE: _____
ADDRESS: _____

NAME: _____ S.S.# _____ PHONE: _____
ADDRESS: _____

BANK REFERENCE:

NAME: _____ ACCOUNT# _____
ADDRESS: _____ PHONE _____

TRADE REFERENCES (please include fax number or email address or include references letter attached):

1) _____ PHONE _____ FAX/EMAIL _____
CONTACT PERSON: _____ ACCT # _____
2) _____ PHONE _____ FAX/EMAIL _____
CONTACT PERSON: _____ ACCT # _____
3) _____ PHONE _____ FAX/EMAIL _____
CONTACT PERSON: _____ ACCT # _____

DO YOU REQUIRE A PURCHASE ORDER: NO () YES () ALPHA () NUMERIC ()

AUTHORIZED PURCHASERS: IF CUSTOMER LIMITS THE NUMBER OF AUTHORIZED PURCHASERS, PLEASE LIST THOSE AUTHORIZED PURCHASERS BELOW. ANY CHANGES TO THE AUTHORIZED PURCHASES MUST BE SUBMITTED TO G. PROULX BUILDING MATERIALS, LLC IN WRITING.

1) _____ 3) _____
2) _____ 4) _____



TERMS AND CONDITIONS OF CREDIT

PAYMENT:

THE CUSTOMER APPROVED FOR CREDIT SHALL PAY EACH INVOICE NO LATER THAN THIRTY DAYS SUBSEQUENT TO THE DATE OF THE INVOICE. ANY AMOUNT REMAINING UNPAID ON OR AFTER THE THIRTY-FIRST DAY SUBSEQUENT TO THE DATE OF THE INVOICE SHALL BE DEEMED PAST DUE.

FINANCE CHARGE:

A FINANCE CHARGE SHALL ACCRUE AT A RATE EQUAL TO EIGHTEEN PERCENT PER ANNUM ON ANY PAST DUE AMOUNT BEGINNING FROM THE DATE OF THE INVOICE UNTIL PAID IN FULL. INTEREST ON ANY JUDGMENT OBTAINED BY G. PROULX BUILDING PRODUCTS, LLC ARISING OUT OF THIS AGREEMENT SHALL ACCRUE AT THE RATE OF EIGHTEEN PERCENT PER ANNUM.

ATTORNEY FEES AND COSTS:

IN THE EVENT THAT WE SHALL BE REQUIRED TO INCUR EXPENSES TO ENFORCE THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING THE COLLECTION OF ANY AMOUNTS DUE UNDER THIS AGREEMENT AND ENFORCEMENT OF THE GUARANTY CONTAINED HEREIN, CUSTOMER AGREES TO PAY G. PROULX BUILDING PRODUCTS, LLC REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES (AT THE PRESUIT, TRIAL AND APPELLATE LEVEL), COLLECTION FEES (INCLUDING COLLECTION FEES BASED ON A PERCENTAGE OF THE AMOUNT RECOVERED), AND COSTS REGARDLESS OF WHETHER ANY PROCEEDING OR ACTION IS ACTUALLY COMMENCED. WE, AND PURCHASER, FURTHER AGREE THAT VENUE IN ANY ACTION SHALL LIE IN A COURT OF COMPETENT JURISDICTION IN BROWARD COUNTY, FLORIDA, PROVIDED HOWEVER, IN ANY ACTION THAT INCLUDES A CLAIM TO FORECLOSE A CONSTRUCTION LIEN, OR A CLAIM ON A CONSTRUCTION BOND, VENUE MAY LIE IN THE COUNTY WHERE VENUE WOULD BE PROPER FOR SUCH ACTION.

FINAL AGREEMENT:

THIS CREDIT AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, AND STATEMENTS, ORAL OR WRITTEN, ARE MERGED INTO THIS CREDIT AGREEMENT. NEITHER THIS CREDIT AGREEMENT NOR ANY OF ITS PROVISIONS MAY BE WAIVED, MODIFIED, AMENDED, DISCHARGED OR TERMINATED EXCEPT BY A WRITING SIGNED BY THE PARTY AGAINST WHICH THE ENFORCEMENT OF THE WAIVER, MODIFICATION, AMENDMENT, DISCHARGE OR TERMINATION IS SOUGHT, AND THEN ONLY TO THE EXTENT SET FORTH IN THAT WRITING. ACCEPTANCE OF A PURCHASE ORDER OR INVOICE SHALL NOT MODIFY THE TERMS OF THIS CREDIT AGREEMENT. G PROULX BUILDING PRODUCTS, LLC MAY EXTEND CREDIT AT ITS DISCRETION BEYOND THE INITIAL AMOUNT REQUESTED BY CUSTOMER OR LOWER CREDIT UNDER THE INITIAL AMOUNT REQUESTED BY CUSTOMER.

I CERTIFY THAT ALL THE INFORMATION ON THIS FORM IS CORRECT. I FULLY UNDERSTAND MY CREDIT TERMS AND AGREE TO PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT. I UNDERSTAND THAT A FAX OR E-MAIL COPY OF THIS APPLICATION WILL BE CONSIDERED AS AN ORIGINAL.

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PERSONAL GUARANTEE:

THE UNDERSIGNED (GUARANTOR) HEREBY JOINTLY AND SEVERALLY PERSONALLY GUARANTEES IN THEIR INDIVIDUAL CAPACITY TO PAY IN FULL, WITH OUT RESERVATION, ALL THE ACCOUNT CHARGES, LIABILITIES, OBLIGATIONS, AND/OR DEBTS DUE OR TO BECOME DUE TO US INCURRED BY _____ IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION.

GUARANTOR: _____

PRINT NAME: _____

BELOW FOR G. PROULX BUILDING MATERIALS, LLC TO COMPLETE

DATE RECEIVED BY APPLICANT: _____

APPROVED: _____

DENIED: _____

DATE: _____