

BOUGHTON

MATERIALS, INC.

11746 S. Naperville-Plainfield Rd., Plainfield, IL 60585
TEL. 630-904-1806 and 815-436-4555 FAX 630-904-1436
E-MAIL – boughtonmaterials@gmail.com

CREDIT APPLICATION & AGREEMENT

COMPANY INFORMATION

Firm or Individual Name _____ FEIN _____
Street Address _____
Mailing Address (for Invoices) _____
Office Telephone _____ FAX _____
Business Organization: Individual _____ Partnership _____ Corporation _____ State Of _____
Number of years in business _____ Type of Business _____
Have you, or another company in which you have an interest, applied for credit with us before? _____ If so, what is/was the name of the company? _____
E-MAIL address _____

OWNERS/ PRINCIPALS

Names of Principals	Home Address	Telephone	Soc. Sec. No.
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

BANK REFERENCE

Name of Bank _____ Account No. _____
Address _____
Bank Officer Handling Account _____ Telephone _____

TRADE SUPPLIERS

Name	Address	Telephone & Fax #
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____

MISCELLANEOUS INFORMATION

Are PURCHASE ORDER NUMBERS Required When Ordering? Yes _____ No _____

Are LOT NUMBERS Required When Ordering and On Invoices? Yes _____ No _____

Do You Plan To Require/ Request WAIVERS? Yes _____ No _____

(Please be aware that we do NOT issue waivers in advance of payment)

RESALE NUMBER (if used, Please attach copy) _____

CONTACT PHONE NUMBERS

PRINCIPAL: Name _____ Cell# _____

PRINCIPAL: Name _____ Cell# _____

Persons Responsible For ORDERING MATERIAL:

Name _____ Phone # _____

Name _____ Phone # _____

Name _____ Phone # _____

Persons Responsible For ACCOUNTS PAYABLE:

Name _____ Phone # _____

Name _____ Phone # _____

PERSONAL GUARANTY

For, and in consideration of the allowance of credit to Customer, I/We, the undersigned Guarantor(s) personally guarantee, unconditionally and at all times, to BOUGHTON MATERIALS, INC., the payment of all obligations, indebtedness, and liability which may be now or hereafter owing by Customer to BOUGHTON. Guarantor also waives presentment and demand for payment, notice of non payment, protest and notice of protest, and consents without notice without any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon, by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. Guarantor shall also be required to immediately reimburse BOUGHTON for any legal expenses, fees or costs incurred in connection with BOUGHTON enforcing this guaranty and terms of this credit agreement, due to the Customer's failure to comply with this agreement. A signature on this Guaranty transmitted by facsimile transmission shall be effective as an original signature.

Date _____

Guarantor Signature

Printed Name

Address

NOTARY Signature

Notary Seal or Stamp

CREDIT TERMS of BOUGHTON MATERIALS, INC.

The customer certifies the above credit information is correct and authorizes the above indicated bank and suppliers to verify said information and give additional requested information to BOUGHTON MATERIALS, Inc. (hereinafter referred to as "BOUGHTON") upon request

The Customer requests that BOUGHTON sell material on account in consideration of which the Customer and BOUGHTON agree as follows:

The Customer shall pay the full amount of each invoice within thirty (30) days of the invoice date. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1 1/2 % per month of the Customer's outstanding past due balance after deducting current

payments and credits. Such service charges shall become part of the Customer's outstanding balance. The Customer warrants that it will use all goods purchased under this account for business purposes and that the customer is not a Customer as defined by any applicable federal or state usury law. However, if the Customer is a consumer or the aforesaid interest rate violates any applicable law, then the interest rate is automatically reduced to the highest rate allowed by applicable law. BOUGHTON may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. BOUGHTON may also terminate credit at any time if it determines itself insecure or the Customer is in default under this agreement.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the material to be purchased from BOUGHTON and expressly disclaims any reliance upon any statements or representations made or to be made by BOUGHTON regarding the sale of any material. The Customer also waives any liability upon BOUGHTON for any direct, special, or consequential damages that customer may suffer.

If the customer fails to pay pursuant to the terms of this Agreement and BOUGHTON elects to take legal action to collect this Account, the Customer shall pay all costs incurred by BOUGHTON including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. JURISDICTION AND VENUE FOR HEARING OF ANY MATTER CONCERNING THIS TRANSACTION SHALL BE AT THE SOLE DISCRETION OF BOUGHTON IN WILL COUNTY, ILLINOIS OR ANY ADJACENT COUNTY IN THE STATE OF ILLINOIS THAT BOUGHTON SELECTS. The customer waives any right to a jury trial and any right to file a counter claim in any action to enforce this agreement. The Customer assigns to BOUGHTON as security for any indebtedness, incurred or to be incurred by BOUGHTON, all of its existing or hereinafter acquired: accounts, accounts receivables, contract rights, chattel paper, equipment, inventory, and all other assets and the proceeds of any such assets. The Customer appoints any representative of BOUGHTON as Customer's attorney-in-fact to sign and file a UCC-1 financing statement to perfect the security interest.

The Customer authorizes any of its employees to sign a purchase agreement for such material and agrees to be bound by all the terms of said Agreement. In the event the Customer directs BOUGHTON to deliver material and the Customer does not have a representative present at the time of delivery, the Customer authorizes BOUGHTON to leave the material at the designated place of delivery. Upon said delivery, the Customer will be responsible for the material and shall be bound by the terms of BOUGHTON'S customary written agreement. Facsimile copies of this agreement or any other document received from Customer shall be as binding as if the original had been delivered.

The use of the Customer's purchase order or purchase order numbers is for the customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by BOUGHTON. Absence of a purchase order or purchase order number shall not constitute grounds for non-payment once the Customer has received the material.

If the Customer is not a corporation and there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the Customer sends a written notice of said change in status by Certified Mail-Return Receipt Requested, upon BOUGHTON. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives BOUGHTON written notice by Certified Mail-Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against BOUGHTON for any determinable deficiency or defect in said product and any objection he may have to the amount of the invoice.

BOUGHTON'S failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the customer from strict performance. Time is of the essence of this agreement. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

Signature of Corporate Officer

Printed Name

Title

Date

Boughton Materials, Inc.

11746 S. Naperville-Plainfield Road

Plainfield, IL 60585

Tel. 815-436-4555 or 630-904-1806 Fax 630-904-1436

COMPANY NAME: _____

MAILING ADDRESS: _____
(for invoices)

ACTUAL OFFICE ADDRESS: _____

CONTACTS PHONE #'S:

OFFICE: _____ FAX: _____

MOBILE: _____ NAME: _____

CELL: _____ NAME: _____

PERSON(S) RESPONSIBLE FOR ORDERING MATERIAL:

NAME: _____ PHONE #: _____

NAME: _____ PHONE #: _____

NAME: _____ PHONE #: _____

PERSON(S) RESPONSIBLE FOR ACCOUNTS PAYABLE:

NAME: _____ PHONE #: _____

NAME: _____ PHONE #: _____

ARE PURCHASE ORDERS REQUIRED? YES _____ NO _____

DO YOU REQUIRE LOT #'S? YES _____ NO _____

DO YOU PLAN TO REQUEST / REQUIRE WAIVERS? YES _____ NO _____