



MATERIALS, INC.

11746 S. Naperville-Plainfield Rd., Plainfield, IL 60585

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E-MAIL – boughtonmaterials@gmail.com

For office use

CREDIT APPLICATION & AGREEMENT

LEGAL BUSINESS NAME: DBA:

COMPANY INFORMATION

BUSINESS ADDRESS: RES ADDR: TYPE OF BUSINESS: CITY, STATE, ZIP CODE: YEARS IN BUSINESS: MAILING ADDRESS: CREDIT LINE REQUESTED: BUSINESS TELEPHONE: BUSINESS ORGANIZATION: BUSINESS FAX: FEIN/SSN: EMAIL ADDRESS: TAX EXEMPT #: BUSINESS ORGANIZATION: FEDERAL SOLE PROP PRTSHP OTHER TAX EXEMPT #: FEDERAL STATE COUNTY (attach certificate)

PRINCIPAL OWNERS OR OFFICERS

NAME: TITLE: HOME ADDRESS: HOME PHONE: EMAIL: SSN: (Repeating for multiple owners/officers)

CREDIT / TRADE REFERENCES – MUST HAVE OPEN ACCOUNTS

BUSINESS NAME: PHONE: CONTACT: FAX: ADDRESS: ACCOUNT #: (Repeating for multiple references)

BANK REFERENCE

NAME of BANK: ACCOUNT #: ADDRESS: BANK OFFICER HANDLING ACCT: PHONE: FAX:

ALL AREAS ARE REQUIRED

CREDIT APPLICATION & AGREEMENT (continued)

LEGAL BUSINESS NAME:					
ORDERING & PAYMENT INFORMATION					
PERSONS AUTHORIZED TO ORDER MATERIAL:	NAME:			PHONE:	
	NAME:			PHONE:	
	NAME:			PHONE:	
PERSONS RESPONSIBLE FOR ACCTS PAYABLE:	NAME:			PHONE:	
	NAME:			PHONE:	
ARE PURCHASE ORDERS (P.O.'S) REQUIRED WHEN ORDERING?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	DO YOU PLAN TO REQUEST WAIVERS?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
DO YOU REQUIRE LOT #'S WHEN ORDERING AND ON INVOICES?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	RESALE #, IF USED, PLEASE ATTACH A COPY.		

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

NOTARY Signature

Notary Seal or Stamp

*** You MUST notify BOUGHTON of any changes in business name, ownership, principals, address or contact information or credit will be suspended until current information is supplied. A change in business name, ownership, or principals will require a new Credit Application & Agreement to be completed.**

CREDIT APPLICATION & AGREEMENT (continued)

LEGAL BUSINESS
NAME:

CREDIT TERMS of BOUGHTON MATERIALS, INC.

The undersigned, hereinafter referred to as the "CUSTOMER" certifies that the Credit Information provided is correct and authorizes the indicated bank and trade suppliers to verify said information and give additional requested information to Boughton Materials, Inc., hereinafter referred to as "BOUGHTON."

In consideration of the extension of credit by BOUGHTON, the CUSTOMER agrees to the following:

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 by BOUGHTON regarding the sale of any material. The CUSTOMER also waives any liability upon BOUGHTON for any direct, special or consequential damages that the CUSTOMER may suffer.

The CUSTOMER authorizes any of its employees to order material and agrees to be bound by all terms of this Agreement. In the event that 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 shall be responsible for the material and shall be bound by the terms of BOUGHTON'S customary written agreement.

The use of a 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. The absence of a Purchase Order or Purchase Order Number shall not constitute grounds for non-payment once the CUSTOMER has received the material.

CUSTOMER agrees to inspect all material immediately upon delivery to verify: a) the quantities described on the accompanying delivery ticket are the quantities delivered, and b) there are no physical defects in the material. The CUSTOMER also agrees to examine all delivery tickets upon receipt. Unless the CUSTOMER notifies BOUGHTON within three (3) days of delivery, the CUSTOMER waives any claim against BOUGHTON for any determinable deficiency or defect in said product and any objection the CUSTOMER may have to the amount of the invoice.

The CUSTOMER shall pay the full amount of each invoice within thirty (30) days of the date of the invoice. The CUSTOMER shall pay a service charge on any outstanding balance for which payment has not been received at the interest rate of 1 ½% per month (18% per annum). This interest rate shall also apply to any Judgment obtained against the CUSTOMER in the event of Default by the CUSTOMER. This interest or service charge shall become part of the CUSTOMER'S outstanding balance. Should this interest rate violate any applicable law, the interest rate will then be automatically reduced to the highest rate allowed by applicable law. BOUGHTON may increase the credit limit of each CUSTOMER at the sole discretion of BOUGHTON.

The CUSTOMER agrees to pay all legal costs incurred by BOUGHTON to collect on this Account, including, but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, special process server fees, post judgment collection procedures and bond costs. Costs will be incurred by the CUSTOMER regardless of whether a suit is filed or not. This transaction shall be governed by the laws of the State of Illinois. Jurisdiction and venue for hearing of any matter concerning this transaction shall be at the sole discretion of BOUGHTON, primarily in Will County or any adjacent county 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 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.

If the CUSTOMER is a corporation and if there is a change in ownership, or a change in the business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they sell the business, unless the CUSTOMER sends a written notice of said change in status to BOUGHTON. Personal liability shall continue for the account balance incurred before said notice is received. CUSTOMER agrees that any changes in ownership, principals, or officer, or a form that the business operates as, shall be made known to BOUGHTON in writing.

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 in 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 written agreement and consent by both parties.

Signature _____

Date _____

Print Name _____

Title _____