



Credit Application and Terms of Sale

ERS Investments, LLC This is an Application for both credit and to purchase goods from Seller. Please return this fully completed application to credit@eliteroofingsupply.com. If credit is granted and/or goods are purchased (whether on credit or otherwise), this is an agreement as to the terms and conditions applicable to any sales. This Agreement must be completed in full and the applicant and the signing parties represent and warrant that the information provided hereon is true, correct and complete.

APPLICANT

Salesperson _____ Branch _____

Common Business Name _____ Filed DBA Name _____

Business Entity Type (check one) Sole Proprietor Partnership Corporation LLC

Legal Name of Entity _____ State of Organization _____

Contractor License # _____ State _____ Federal Tax ID # _____

Main Business Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Physical Location of Business _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Fax _____

Year Business Started _____ Description of Business _____ Approx Annual Sales _____

Projected Monthly Purchases Range \$ _____ to \$ _____

Taxable? Yes No IF NO, attach copy of Tax Exemption or Resale Certificate PO Required Yes No

Receipt of Invoices and statements Yes No Emailed to _____ Mail Yes No

PRINCIPALS OF BUSINESS

Name:	Name:	Name:
Residence Address:	Residence Address:	Residence Address:
City, State, Zip:	City, State, Zip:	City, State, Zip:
Hard Line Phone #	Hard Line Phone #	Hard Line Phone #
Mobile Phone #	Mobile Phone #	Mobile Phone #
Business email	Business email	Business email
Personal email	Personal email	Personal email
SS#:	SS#:	SS#:
Driver Lic.#:	Driver Lic.#:	Driver Lic.#:
Spouse's Name:	Spouse's Name:	Spouse's Name:

Accounts Payable Contact Name _____ A/P Contact Email _____

A/P Contact Direct Phone No. _____ A/P Fax No. _____ A/P Email _____

Bank Information (Name and Branch) _____ Phone No. _____

Bank Address _____

Name of Bank Officer _____

Account No. _____ Routing No. _____

CREDIT REFERENCES

List Credit References such as current or past vendors or credit accounts. You give consent to contact them to verify your credit information.

Name	Address	Phone	Amount of Credit/month
Name	Address	Phone	Amount of Credit/month
Name	Address	Phone	Amount of Credit/month

AGREEMENT

This Credit Application and Sales Agreement ("Agreement") is by and between the Applicant identified on page one, the guarantors and ERS Investments, LLC and its affiliates, subsidiaries, successors and assigns (collectively "ERS"). Applicant expressly agrees that all purchases made now and in the future from ERS shall be in accordance with the terms and conditions contained in both this Agreement and the separate Terms and Conditions of Sale provided concurrently herewith, unless otherwise agreed to in writing by ERS. The undersigned warrants and represents that he/she is authorized to enter into this Agreement on behalf of the Applicant and bind the Applicant in the purchase or rental of goods, materials and/or equipment from ERS. If credit is approved, the terms of the sale are Net 25th from date of invoice, unless otherwise agreed to in writing by the ERS Credit Manager. Notwithstanding the 25th Prox terms of sale, full payments for materials purchased in any one calendar month are due in full by the 25th day of the following month or the account is past due. Accounts not paid within 10 days from due date are in default and may be placed on COD basis until the account is paid in full. In consideration of ERS extending credit to Applicant, the Applicant and the guarantors promise full and timely payment of all indebtedness, obligations, and liabilities of every kind, present and future, incurred by the Applicant for goods, products or services purchased or rented from ERS.

It is agreed that timely Payments will be made at or sent to the address of the ERS store provided on the invoice sent by ERS to Customer unless ERS instructs the Applicant in writing to do otherwise. If Applicant pays with a check, Applicant authorizes ERS to convert Applicant's check to an Electronic Funds Transfer (EFT). If Applicants' check or EFT is returned unpaid for any reason, Applicant agrees to pay a fee, the lesser of \$35.00 or the highest amount allowed by the applicable law. Applicant understands that discounts (if applicable) are offered for cash payments only, credit card payments do not qualify for cash discounts. Customer understands that the interest and/or time deferred payment charges on unpaid invoices will accrue at the lesser of 1 $\frac{1}{2}$ percent per month or the highest rate allowable by the laws of the state where the ERS store is located from which Applicant purchased goods or conducted business with ERS. Finance Charges on past due accounts will be assessed at the lesser of 1 $\frac{1}{2}$ percent per month (APR of 18%) or the highest rate permitted by the laws of the state where the ERS store is located from which Applicant purchased goods or conducted business with ERS. Returnable items may be subject to a 25% restocking fee.

Applicant and its owners, officers and principals warrant and represent that the information provided by Applicant in this Agreement is true, complete and correct; and acknowledges that ERS is relying upon this information to determine whether to extend credit to Applicant and in what amount. Applicant authorizes ERS to obtain and use credit reports and/or other credit information on Applicant, its owners, officers and principals and to periodically continue to obtain and use such credit information and reports to monitor and make continuing decisions on ongoing credit transactions and the collection thereof. Despite the authorization to obtain such credit reports, ERS is not obligated to do so and any information not obtained from outside sources is not a grounds to attribute loss or fault to ERS. Upon request by ERS, Applicant agrees to timely cooperate and supply additional information to ERS to warrant future extensions of credit to Applicant, to assist ERS in perfecting lien or bond claims on projects to which goods are supplied, and to disclose third party payers such as owners, lenders, general contractors or bonding companies. ERS and Applicant agree that Applicant is not a "consumer" under State and Federal Law and all extensions of credit are for business purposes only.

The Applicant agrees it has a continuing duty and that it will inform ERS immediately in writing by certified mail, return receipt requested, of any changes to the information provided by Applicant in this Agreement, of any changes of the person or entity receiving credit on any account created pursuant to or partially based on this Agreement. That information includes but is not limited to changes in ownership, control, location, entity status, contact information, license status, solvency and or any other information that is commercially reasonable for ERS to know in continuing to grant credit or make sales.

Any dispute with respect to any sale, invoice, statement, charge or credit or amount due on Customer's account, must be submitted to ERS, in writing, within 10 days of Customer's receipt of such invoice, statement, charge or credit, or Customer waives, releases and discharges any such dispute. If Applicant's account is referred to an attorney or collection agency, Applicant agrees to pay upon demand from ERS, all costs of collection, including reasonable attorneys' fees, court costs, costs incurred perfecting and foreclosing liens, and pre and post judgment interest.

Applicant waives notice of any change in terms or sales, and increases in credit extended, any deferral or delay in pursuit of delinquencies or any duty to investigate authenticity, authority or verification of the person entering or requesting an order. Applicant agrees to supervise its' business, operations and employees to ensure that Seller may rely on any requests for purchases from Applicants employees, representatives, officers, member, affiliates or related parties. Applicant will not contend that the person placing any order on an account existing pursuant to this application is unauthorized or not otherwise qualified to incur credit in the name of applicant. Applicant will not contend that Seller has waived any right to payment by virtue of having filled orders apparently originated on the account established hereunder.

ERS SELLS ALL PRODUCTS TO APPLICANT "AS IS, WHERE IS." APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT ERS DOES NOT MANUFACTURE THE PRODUCTS IT SELLS AND, THEREFORE, ERS MAKES NO REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, AND/OR GUARANTEES WITH RESPECT TO THE PRODUCTS IT SELLS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ERS'S SOLE LIABILITY SHALL BE LIMITED TO THE REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE AND ERS WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INJURY TO PERSONS, PROPERTY DAMAGE TO ANY BUILDING OR CONTENTS THEREOF, DAMAGE TO THIRD PARTIES, THEIR PROPERTY, DRIVEWAYS, SIDEWALKS OR LANDSCAPING, WHETHER FOR ITS SOLE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY.

Customer understands and acknowledges that the main corporate office of ERS is located in the State of Arizona, and all credit accounts are not considered effective until approved at the corporate office. As such, this Credit Application -Sales Agreement- any concurrent Continuing Guaranty are deemed to have been entered into in the State of Arizona. Venue for any dispute arising from or relating to this Agreement, goods purchased by Customer, or Customer's relationship with ERS, shall be in the Courts of Maricopa County, Arizona, irrespective of where the Customer or Guarantor reside, and the laws of the State of Arizona will apply. At the sole option of ERS, venue may also be exercised in the State and County where the ERS store making the sales at issue in such dispute is located or in the State and County where the Customer or any personal guarantor is located. This Agreement is the complete written expression of the parties' agreement and supersedes any prior agreements between Applicant and ERS and can only be modified in writing. The Agreement will continue until terminated by ERS or by the Applicant in writing. No failure or delay by ERS to exercise any right, power or remedy shall constitute a waiver. If any term or provision of this Agreement is found invalid or unenforceable, such provision shall be severed out and shall not invalidate the remainder of the Agreement.

Execution of this Application, any Personal Guaranty, any purchase order, order, request for sale of goods, delivery instructions, or similar or related documents between the Applicant and ERS or any related parties thereto may be evidenced by electronic, scanned, photographed, faxed transmission or email signature block or senders identifier shall, for all purposes be deemed to constitute the original signature of such party. The undersigned waives any and all rights or remedies to contest the authenticity, authority or genuineness of any such signature.

EQUAL CREDIT OPPORTUNITY ACT (ECOA) – THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT’S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH LAW CONCERNING THIS CONSUMER CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVENUE NW, WASHINGTON, D.C. 20580. THE CREDIT APPLICABLE HEREIN IS COMMERCIAL CREDIT INCURRED OR TO BE INCURRED IN A TRADE, BUSINESS OR OCCUPATION.

Each party signing below warrants and represents that they have carefully read the terms of this Agreement and agree to each and every term contained herein. Execution of this Application, any Personal Guaranty, any purchase order, order, request for sale of goods, invoices, delivery receipts or instructions, or similar or related documents between the Applicant and ERS or any related parties thereto may be evidenced by electronic, scanned, photographed, faxed transmission or email signatures, including email signature block or senders identifiers and shall, for all purposes be deemed to constitute the original signature of such party. The undersigned waives any and all rights or remedies to contest the authenticity, authority or genuineness of any such signature.

This document is executed on _____

Applicant Name (Printed) _____

Applicant Signature _____

Title _____

Witness Name (Printed) _____

Witness Signature _____

CONTINUING PERSONAL GUARANTY

Concurrently with the submission of a Credit Application and Terms and Conditions of Account submitted concurrently herewith to ERS Investments, LLC and its affiliates, subsidiaries, successors, and assigns (collectively “ERS”) by the herein named Applicant the undersigned agree to personally guaranty any and all obligations of the Applicant thereunder. For value received and to induce ERS to sell to Applicant and to extend commercial credit to Applicant, I personally, jointly, and severally, irrevocably, continually, and unconditionally, guarantee the Applicant’s obligations, indebtedness, and liabilities to ERS, whether now existing or arising in the future. I waive all notices, including notices of default, notices of change in terms, notices of acceleration, notices of increases in credit limits, changes in terms of sale or modifications of such terms, obligations to proceed within any time limits or otherwise promptly, any obligations to proceed first as against the principal or any other guarantor, any compromises, releases or transfer of any collateral (including without limitation lien, stop notice and bond rights), any alteration of amount or terms with any other guarantor and demands of any kind and hereby agree to any arrangements or agreements between ERS, Applicant or any other guarantor and I agree the same shall in no way reduce, impair, discharge or release my guaranty obligations.

If any provision of this guaranty shall be found invalid, such provision shall be ineffective only to the extent of such provision without invalidating the remainder of the provision or the remaining portion of this guaranty.

I agree that if any legal action is necessary to enforce this obligation, ERS shall be entitled to legal fees, collection agency fees, costs or any related expenses. I further agree Venue for any dispute arising from or relating to this guaranty or goods purchased by Applicant or relating to Applicant’s relationship with ERS, shall be in the Courts of Maricopa County, Arizona, irrespective of where the I reside, and the laws of the State of Arizona will apply. At the sole option of ERS, but not at my option, venue may also be exercised in the State and County where the ERS store making the sales at issue in any such dispute is located or in the State and County where I reside.

Execution of this Application, the Terms and Conditions, any Personal Guaranty, any purchase order, order, request for sale of goods, invoices, delivery receipts or instructions, or similar or related documents between the Applicant and ERS or any related parties thereto may be evidenced by electronic, scanned, photographed, faxed transmission or email signatures, including email signature block or senders identifiers and shall, for all purposes be deemed to constitute the original signature of such party. The undersigned waives any and all rights or remedies to contest the authenticity, authority or genuineness of any such signature.

Guarantor Name (no titles) Printed _____

Signature _____

Date _____

SSN# _____

Witness to Signatures

Printed Name _____

Signature _____ Date _____