



CREDIT APPLICATION & AGREEMENT

CORPORATE HEADQUARTERS
8901 E. Pima Center Pkwy, Suite 205
Scottsdale, AZ 85258
(602) 344-2100 FAX: (602) 437-2242

Date _____

COMPANY INFORMATION

Sales/Branch _____

Legal Name of Company: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Federal Tax I.D. No.: _____ How Long In Business Under This Name: _____

Contractor License No.: _____ State Tax No.: _____

Attach your AZ 5000 Form Yes No

Do you require a purchase order? Yes No

Do you require a job name? Yes No

Do you require a job number? Yes No

CONTACT INFORMATION

Accounts Payable Contact: _____

Phone: _____ Fax: _____ E-mail: _____

Would you like to receive your invoices via email? Yes No

Would you like to receive a monthly statement? Yes No

Sales Contact: _____

Phone: _____ Fax: _____ E-mail: _____

Individual

Partnership

Corporation

PARTNERSHIP OR PROPRIETORSHIP:

Name _____ Soc. Sec. No. _____

Home Address _____ City, State Zip _____

Title _____ Spouse _____

Name _____ Soc. Sec. No. _____

Home Address _____ City, State Zip _____

Title _____ Spouse _____

877-426-7337

www.bordercorp.com

877-386-4651

CORPORATION:

| | |
|----------------------------------------------------------------|---------------------------------|
| President _____ Vice President _____ CFO/Treasurer _____ | Address _____ _____ _____ |
|----------------------------------------------------------------|---------------------------------|

PRINCIPAL SUPPLIERS

| |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name _____ Phone _____ Fax _____ E-Mail _____ Address _____ |
| Name _____ Phone _____ Fax _____ E-Mail _____ Address _____ |
| Name _____ Phone _____ Fax _____ E-Mail _____ Address _____ |
| Bank _____ Branch _____ Acct. No.'s _____ Phone _____ Fax _____ E-mail _____ Does Company Own Real Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Address _____ Address _____ |

TO BETTER SERVE YOU PLEASE PROVIDE THE FOLLOWING:

| |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Where is your preferred location for purchasing products? Border Branches: <input type="checkbox"/> Phoenix <input type="checkbox"/> Tucson <input type="checkbox"/> Flagstaff <input type="checkbox"/> Yuma <input type="checkbox"/> Las Vegas <input type="checkbox"/> El Paso Marvel Branches: <input type="checkbox"/> North <input type="checkbox"/> Central <input type="checkbox"/> Northwest <input type="checkbox"/> East |
| Do you have a primary point of contact with us? <input type="checkbox"/> Yes <input type="checkbox"/> No Salesperson Name _____ |
| How many active or current projects do you have in progress? _____ Name of significant job(s) _____ _____ |
| Are there any orders pending? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Desired Credit Amount: _____ Required by date: _____ |

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AGREEMENTS, TERMS & CONDITIONS

Border Construction Specialties, LLC shall hereinafter be referred to as "BCS" and the applicant shall be referred to as "Customer". The Customer indicated on the first page desires to purchase goods and services from Border, on open account, and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. BCS' acceptance of this credit application, constitutes acceptance by the Customer of the terms and conditions of this agreement.

Credit will be extended by Border to the Customer based on the information provided in this application, and BCS is authorized to check applicant's credit background. Customer agrees to pay any and all charges, fees and costs which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Border in writing within (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person who incurs charges on Customer account, is authorized to do so.

BCS will mail to Customer at the address set forth on the first page of this application, a statement of account each month if requested, which will show Customer's account activities, delinquency charges and new balance. Customer agrees to notify BCS, in writing, of any error in the statement within (10) days after the date of that statement. If not so noticed, the statement shall be deemed to be correct, and accepted as rendered. All sums owing BCS by Customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by BCS and Customer or on BCS' invoice. In the absence of such express terms and condition, BCS terms will be 2% 10 / Net 30. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.

Customer agrees that if BCS is not paid on time, in accordance with BCS terms, Customer shall pay for all costs and expense incurred by BCS in connection herewith, including Collection agency fees up to 30% or \$500.00, whichever is higher, or attorney, and any other charges which can be legally charged to the Customer. Customer agrees in consideration of BCS' extension of credit, that this agreement in Arizona, shall be the jurisdiction and legal venue for the action and if legal action is brought to enforce this agreement in California, San Diego County, California, shall be the jurisdiction and legal venue for such action and Nevada, Clark County Nevada, shall be the jurisdiction and legal venue for such action. Customer agrees that if BCS refers this agreement to an attorney for enforcement, that Customer agrees to pay BCS actual attorney's fees and costs incurred in the enforcement hereof, whether or not formal proceedings are brought to remedy Customers breach of this agreement. Customer agrees to pay BCS a \$25.00 Service Charge on each dishonored check returned to BCS.

Customer agrees that any financial documents provided BCS are true and correct, and will provide BCS such documents from time to time upon request. Customer represents to BCS that it is solvent as of the date of this agreement.

BCS has the right to file a Preliminary Notice, and/or Mechanics Lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a Waiver by BCS of any lien or bond rights, or any other rights which it may now have, or hereafter acquire, by law.

Upon BCS' acceptance, this agreement embodies the entire agreements of the parties. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all parties hereto, or by their duly authorized agents. The undersigned certifies that the above information is true and correct, and that the undersigned has read and agreed to all the terms and conditions of this agreement noted on the front and reverse of this sheet.

Date _____ **Company Name** _____

Signature _____ **Title** _____

MUST BE A CORPORATE OFFICER OR OWNER

Printed Name _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to the Customer by BCS, and as an inducement to BCS to continue to extend credit to said Customer, the undersigned jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to BCS by said Customer, as a result of BCS' extension of credit. Any undersigned guarantor who is married expressly represents that spouse, for the purposes described herein, so as to bind their marital community.

The undersigned agree to hold BCS harmless from any loss, damage, or expenses caused or arising out of default on the part of the Customer. BCS may proceed against the undersigned without being required to first proceed against the Customer, and may proceed against any one of the undersigned without waiving its rights to proceed against any of the remaining Guarantors.

The undersigned waive of notice; extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Customer.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to BCS not to make any further sales and deliveries on the security of this Guaranty and until the expiration of (5) days after such notice shall have been received by BCS by registered mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

IF MARRIED, SPOUSE MUST SIGN

Self _____, **Individually** **Self** _____, **Individually**
Signature Printed Name

Spouse _____, **Individually** **Spouse** _____, **Individually**
Signature Printed Name

Address _____ **Address** _____

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