

**BISON BUILDING MATERIALS
AND IT'S SUBSIDIARIES**



CORPORATE OFFICE: P.O. BOX 19849, HOUSTON, TX 77224
1445 WEST SAM HOUSTON PKWY NORTH, HOUSTON, TX 77043
PHONE: 713-467-6700, FAX: 832-201-1108 (CREDIT DEPT)

APPLICATION FOR CREDIT **DATE** _____

BUSINESS INFORMATION

COMPANY NAME (LEGAL) _____ **YEAR EST** _____

ENTITY TYPE: Corporation LLC Partnership Joint Venture Proprietorship DBA

PARENT CO NAME: _____

MAILING ADDRESS: _____

CITY STATE ZIP

STREET ADDRESS: _____

CITY STATE ZIP

PHONE _____ **FAX** _____

CELL _____ **EMAIL** _____

ASSOCIATED CO/FORMER BUSINESS NAME: _____

CONTROLLER/ACCTS. PAYABLE CONTACT: _____

CONSTRUCTION TYPE: SINGLE FAMILY MULTI FAMILY COMMERCIAL REMODEL

PURCHASE ORDER REQUIREMENTS: _____ YES _____ NO

AUTHORIZED PURCHASER REQUIREMENTS: _____ YES (ATTACH LIST) _____ NO

SIGNATURES REQUIRED ON ALL DELIVERIES: _____ YES _____ NO

CREDIT LINE REQUESTED: \$ _____

FINANCIAL INFORMATION

BANK: _____ **PHONE** _____

OFFICER NAME: _____ **ACCT #** _____

BANK: _____ **PHONE** _____

OFFICER NAME: _____ **ACCT #** _____

OFFICER/OWNER INFORMATION

NAME: _____ **SOCIAL SECURITY #** _____

HOME ADDRESS: _____

NAME: _____ **SOCIAL SECURITY #** _____

HOME ADDRESS: _____

TRADE REFERENCE

List trade suppliers that you have had a credit line with for 3+ mos. (lumber, millwork, brick, concrete).

1. _____ **PHONE** _____

2. _____ **PHONE** _____

3. _____ **PHONE** _____

4. _____ **PHONE** _____

TERMS AND CONDITIONS OF CREDIT AGREEMENT

The Applicant (hereinafter referred to as “Customer”) applies for credit from each and/or all of the following (hereinafter referred to as “Bison and/or its Subsidiaries”):

BISON BUILDING MATERIALS, LLC and BISON BUILDING MATERIALS, LLC dba ALL PAN

and hereby agrees as follows:

1. The Customer, by execution of this application, represents that the statements of fact furnished to Bison and/or its Subsidiaries on this document are true and correct; and has and does hereby expressly agree that all purchases made or to be made from Bison and/or its Subsidiaries shall be upon the following terms and conditions.
2. That the Customer agrees and authorizes Bison and/or its Subsidiaries to deliver goods, wares and merchandise, with or without a signed written receipt for items delivered to job sites or other locations that Customer directs. Customer also agrees to pay for items delivered to job sites or other locations with or without a signed written receipt.
3. A notice of nonconforming goods or materials shall be made within five (5) days of delivery. Customer’s sole and exclusive remedy is replacement of the nonconforming goods or refund of Customer’s payment, at Bison and/or its Subsidiaries’ sole option.
4. **WARRANTY DISCLAIMER;** It is expressly agreed that any warranties issued by the manufacturer of the goods that made the basis of purchases from Bison and/or its Subsidiaries are agreements between the purchaser of the goods and said manufacturer and Subsidiary is not a party to said warranty agreement. In no event shall Bison and/or its Subsidiaries be liable for any special, incidental or consequential damages of any kind. Bison and/or its Subsidiaries’ liability for damages, if any, regardless of cause or responsibility, shall not exceed the price of the particular shipment of goods with respect to which such damages are claimed. Bison and/or its Subsidiaries’ liability in respect of such goods is limited to providing a reasonable credit or allowance in respect to such goods or, at Bison and/or its Subsidiaries’ option to replace such goods at the point of delivery specified on the invoice in which the goods were billed. Customer shall indemnify Bison and/or its Subsidiaries for any claims or proceedings by Customer or any third parties asserting claims or seeking damages beyond the scope of Bison and/or its Subsidiaries’ warranty.
5. Merchandise returned is subject to a 20% restocking fee and all merchandise tendered for return is subject to inspection by Bison and/or its Subsidiaries, which shall not under any conditions be obliged to accept any damaged, mutilated, altered or otherwise “not suitable for resell” merchandise for return.
6. Bison and/or its Subsidiaries may at any time and from time to time modify the limits of the credit account available to the Customer and the terms and conditions upon which credit accommodations will be extended to the Customer.
7. Each invoice is due and payable in accordance with all the terms and conditions of this Application For Credit and such invoices (including but not limited to payment terms contained therein), notwithstanding any contrary provision in any purchase order, confirmation or other form or instrument prepared by the Customer, its employees or agents.
8. In addition to any other remedy to which Bison and/or its Subsidiaries may be entitled, Bison and/or its Subsidiaries shall be entitled to charge interest at the highest rate permitted by law on any invoice not paid in accordance with all the terms and conditions.
9. The Customer shall be obligated to pay all costs and expenses incurred by Bison and/or its Subsidiaries in collecting any past due invoices, including but not limited to costs, expenses and reasonable attorney’s fees;
10. Bison and/or its Subsidiaries are hereby authorized at any time and from time to time to generate or to obtain one or more credit or investigative reports from credit reporting agencies or others regarding the Customer, its principals and officers and any guarantor of the Customer’s obligations.
11. All obligations incurred by the Customer to Bison and/or its Subsidiaries are performable in Houston, Harris County, Texas, and for any suit arising hereunder venue shall be in Harris County, Texas.
12. Terms of sale are NET 10th PROX. All invoices are payable according to the terms of the invoices from Bison and/or its Subsidiaries, payable to the specific selling Bison and/or its Subsidiaries entity that sold or provided the merchandise to the Customer at: P.O. Box 951315, Dallas, TX 75395-1315.
13. I declare under penalty of perjury that I am authorized to commit applicant to indebtedness and have carefully read the foregoing and understand same.
14. A faxed signed copy shall be treated as an original.
15. The undersigned agrees to provide Bison and/or its Subsidiaries a statement representing that the undersigned is and remains solvent.

SIGNATURE: _____

NAME OF OFFICER/OWNER: _____

TITLE: _____ **DATE:** _____

OUTSIDE SALES REPRESENTATIVE: _____

PERSONAL GUARANTEE

In consideration of good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by the Customer, including goods being sold on open account to _____, (hereafter the "Customer"), at the request of Customer, by one or more of the following:

BISON BUILDING MATERIALS, LLC and BISON BUILDING MATERIALS, LLC dba ALL PAN

(hereafter "Bison and/or its Subsidiaries")

that I (hereafter "Guarantor") hereby personally and individually guarantee payment of any and all indebtedness hereunder incurred by the Customer's purchase of goods from Bison and/or its Subsidiaries by my personal and individual guarantee to pay the debt incurred by the Customer to the Bison and/or its Subsidiaries entity from which the Customer purchases the goods and incurs the debt. I further agree that this guarantee is an absolute, complete and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. I agree that the terms of this personal guarantee may be rearranged, extended and/or renewed without notice to me. I agree that I will, within five (5) days from the date of notice that the account is past due by the Customer, pay the amount due. I agree to pay all reasonable attorney fees that Bison and/or its Subsidiaries may incur in attempting to collect any debt incurred by the Customer or the Guarantor in the enforcement of this guarantee. This agreement shall be binding upon the Guarantor and his/her respective heirs, executors, successors and/or assignors.

This agreement may not be terminated except by written notice duly executed by the Guarantor and sent to and actually received by the Bison and/or its Subsidiaries by certified and/or registered mail, return receipt requested addressed as follows, unless the Customer is otherwise directed by Bison and/or its Subsidiaries in writing: Bison Building Materials, Attn: Credit Manager, P.O. Box 19849, Houston, TX 77224. Provided; however, that such termination shall not affect the Guarantor's liability with respect to any indebtedness incurred by Customer prior to Bison and/or its Subsidiaries' actual receipt of such notice and will only affect debt incurred by Customer thereafter.

The undersigned consents to Bison and/or its Subsidiaries obtaining a "Consumer Credit Report" for the purpose of evaluating the creditworthiness of the Guarantor in connection with the application for business credit.

Executed this _____ day of _____, 20_____.

Guarantor Signature: _____

Guarantor Name: _____

SS # of Guarantor: _____

Guarantor Address: _____

City/State/Zip: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____, 20_____.

Notary Public in and for
_____ County, State of _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on 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 this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Bison Building Materials, Attn: Credit Manager, within sixty (60) days from the date you were notified of the decision to deny credit. Bison Building Materials will send you a written statement of reasons for denial within thirty (30) days of receiving your request for the statement of reason(s).

FOR INDIVIDUALS, PROPRIETORSHIPS, PARTNERSHIPS, AND GUARANTORS ONLY

THE FAIR CREDIT REPORTING ACT AND FEDERAL EQUAL CREDIT OPPORTUNITY ACT

Applicant acknowledges and agrees that Bison Building Materials and its subsidiaries, divisions and affiliates (collectively "Bison Building Materials") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to Bison Building Materials and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Bison Building Materials to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on Bison Building Materials by registered or certified mail.

In accordance with the terms and conditions listed above, Applicant hereby authorizes Bison Building Materials to obtain commercial credit reports and to share this authorization, and any information contained therein.

SIGNATURE AND DATE REQUIRED

Applicant's Signature

Print Name

Title

Date

Witness' Signature

Print Name

Title

Date

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