

Thank you for downloading our credit application

The completed application, along with this form, should be mailed or faxed to our corporate offices, or may be brought to one of our local facilities.

L&W Supply Corporation
550 W Adams St
Chicago, IL 60661
FAX: (312) 672-4787
Email: L&Wcredit@lwsupply.com

If you have any questions regarding this credit application, please contact us at (855) 597-2733.

In order to serve you better, please provide some additional information.

Your Name: _____
Telephone Number: (____) _____
Best time of day to reach you: _____
Your main or preferred branch: _____

Please indicate in which region of the country you anticipate doing business with our company.

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Northeast | <input type="checkbox"/> Central States |
| <input type="checkbox"/> Mid-Atlantic | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Carolinas | <input type="checkbox"/> Mountain States |
| <input type="checkbox"/> Southeast | <input type="checkbox"/> California |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Pacific-Northwest |

CREDIT APPLICATION

Date: _____

APPLICANT – NAME OF BUSINESS _____
P.O. Box: _____ Street Address: _____ City: _____
County: _____ State: _____ ZIP: _____ Phone: _____
FAX: _____ Cell Phone: _____ Email: _____
Contractor's License: _____ State Issued: _____ Date Issued: _____
In Business Since: Month _____ Year _____

Tax Exempt Y/N: Yes (attach copy of exemption certificate) No

We are a(n): Individual Partnership Corporation
 Limited Liability Partnership Limited Liability Company

Purchase Order Required Y/N: Yes No

Nature of your Business: (Enter percentage for all that apply)

Drywall – New Residential _____ Drywall – Res. Remodeling _____ Drywall - Commercial _____ Ceiling Systems _____
Roofing – New Residential _____ Roofing – Res. Replace. _____ Roofing - Commercial _____ Stucco/Lath _____
EIFS/Plastering _____ General Contracting _____ Insulation _____ Other _____



PRINCIPAL OWNERS OR STOCKHOLDERS ARE

1st Principal:	SS #:	Title:
Spouse:	SS #:	Phone:
Address:	City, State ZIP:	
2nd Principal:	SS #:	Title:
Spouse:	SS #:	Phone:
Address:	City, State ZIP:	

Monthly Credit Requested \$ _____

Have you or your company been known by any other name, including DBA (doing business as), FKA (formerly known as) and AKA (also known as) names.? If so, explain _____

If different from above, list all other addresses you have had in the past 24 months.

Have you or any company you have been associated with, or any current stockholder, partners, managers of the above applicant customer, ever applied for credit at any L&W Supply Corporation facility? If yes, at which L&W Supply facility and under what company name? _____

What is your financial year? _____

Will you furnish financial statements on a yearly basis? No Yes – (attach copy)

Are there any outstanding loans to your company? If yes, please state lender, principal amount and terms of payment.
 No Yes

Any Bankruptcies, Judgements, Liens or Pending Suits against you or your company? _____

If yes, please give details: _____

BANK REFERENCES:

Account No:	Account No:
Bank Name:	Bank Name:
Street:	Street:
City:	City:
Person at bank to contact:	

MATERIAL SUPPLIERS WHERE YOU HAVE AN OPEN ACCOUNT:

1. Name:	Phone:
Address, City:	Fax:
2. Name:	Phone:
Address, City:	Fax:
3. Name:	Phone:
Address, City:	Fax:

INVOICE AND STATEMENT DELIVERY OPTIONS:

Our billing process enables us to offer different options for your convenience. Please indicate your delivery preference for invoices and statements.

_____ EMAIL EMAIL ADDRESS: _____
 (Be sure to check your spam folder. We encourage the use of this option.)

_____ FAX FAX NUMBER: _____

_____ US MAIL ADDRESS: _____



CREDIT AGREEMENT

The undersigned customer ("**Customer**") requests that L&W Supply Corporation, and/or any of its affiliated, parent or subsidiary companies, including, but not limited to, California Wholesale Material Supply, LLC (collectively, "**L&W Supply**") sell goods and services, such as delivery and stocking of goods sold, on credit account. Customer agrees that any extension of credit by L&W Supply to Customer is on the following terms and conditions, to which L&W Supply and Customer agree:

1. Customer acknowledges and agrees that nothing herein binds L&W Supply to extend any credit to Customer. However, if L&W Supply does extend credit to Customer, L&W Supply reserves the sole discretion to establish the amount and terms of such credit. L&W Supply reserves the right to stop shipments that exceed credit limits and/or exceed or violate invoice terms established from time to time by L&W Supply in its sole discretion. If at any time, in L&W Supply's sole discretion, the financial condition of Customer is determined to be unsatisfactory to L&W Supply, L&W Supply reserves the right to require Customer to make payment for the goods and services in advance as a condition to L&W Supply's performance.
2. L&W Supply's Terms and Conditions ("**Terms and Conditions**") in effect as of the date that an order by Customer is accepted by L&W Supply shall apply to all sales of goods by L&W Supply, unless modified in a writing signed by L&W Supply. L&W Supply's Terms and Conditions, current as of the date of this Credit Agreement, are available at www.lwsupply.com. A hard copy of the Terms and Conditions may be obtained from any of our Branch locations. All orders are subject to acceptance by L&W Supply and acceptance by L&W Supply is based on the express condition that Buyer agrees to the terms of this Credit Agreement and L&W Supply's Terms and Conditions in effect at the time of L&W Supply's acceptance of the subject order. L&W Supply may change credit terms or terms of sale (including the Terms and Conditions), or change or eliminate any discount offered by L&W Supply, upon sending written notice to Customer at Customer's address set forth below, in which event said change shall affect all purchases made after the date of transmittal of notice of the change. By signing this Credit Agreement, Customer represents that it has read the Terms and Conditions and that it agrees to be bound by them.
3. Unless express and specific written directions are given to L&W Supply to the contrary, Customer hereby authorizes L&W Supply to rely on the directions of all apparent employees, office and job site personnel, and agents of Customer, including, without limitation, directions with respect to the making purchases for Customer on Customer's account, and all such directions shall be binding upon Customer.
4. CUSTOMER AND ANY OTHER PERSONS OR ENTITIES EXECUTING THIS CREDIT AGREEMENT BELOW HEREBY AUTHORIZE L&W SUPPLY TO: (A) OBTAIN A CREDIT REPORT ON CUSTOMER AND ANY SUCH ADDITIONAL PERSONS OR ENTITIES FROM TIME TO TIME, AND (B) DISCLOSE ANY CREDIT INFORMATION OBTAINED, EACH IN CONNECTION WITH L&W SUPPLY'S CONSIDERATION OF THE EXTENSION OR CONTINUATION OF CREDIT TO CUSTOMER AND OTHER LAWFUL PURPOSES.
5. Customer represents and warrants that Customer: (a) will use all goods purchased from L&W Supply for business purposes and not for personal, household or family uses, (b) is not a "consumer" as defined by any applicable federal or state usury or consumer protection law, (c) is either (i) an adult individual, or (ii) a corporation, general partnership, limited partnership, limited liability company or other legal entity (as indicated below), duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, and has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of all of its obligations under this Agreement.

6. Customer shall pay to L&W Supply all costs of collection, including, without limitation, reasonable attorneys' fees, paralegals' fees, court costs, arbitration fees, sheriff's fees, bond costs and lien costs, incurred by L&W Supply in collecting any money due from Customer and enforcing any lien rights L&W Supply may have.

7. This Agreement shall be governed by the laws of the State of Illinois, without regard to its choice of law provisions. Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator and conducted in English. The arbitration shall be in a city with a population of 250,000 or more closest to Customer's principal office address; provided. If a controversy or claim relates to or is the subject of a mechanic's or construction lien, L&W Supply may proceed in accordance with applicable law to comply with the lien notice or filing deadlines to preserve its lien rights.

8. IN NO EVENT SHALL L&W SUPPLY BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES OF ANY KIND.

9. This Credit Agreement, along with the Terms and Conditions, and other terms specified by L&W Supply on L&W Supply's "Pick" or "Delivery" Ticket, represent the final and complete agreement of L&W Supply and Customer as to the sale and purchase of extension of credit by L&W Supply to Customer and the sale of goods and services by L&W Supply to Customer and no terms or conditions adding to or modifying the same shall be binding upon L&W Supply unless made in writing and signed by an authorized representative of L&W Supply. The unenforceability or invalidity of any one or more provisions, clauses or sentences of this Credit Agreement shall not render any other provision, clause or sentence herein contained unenforceable or invalid, which remaining provisions shall continue in full force and effect. No waiver by L&W Supply of any term hereof or of any obligation of Customer shall constitute a waiver of any other term or obligation. Which party prepared this Agreement shall have no bearing on its construction.

10. The person signing below represents and warrants that he or she has: (a) read and agrees to the Terms and Conditions attached hereto as **Exhibit A**, and (b) authority to enter into this Credit Agreement on behalf of Customer and to bind Customer.

CUSTOMER:

Customer Name, Legal Status and Address

By: _____

Printed Name: _____

Title: _____

Date: _____

OTHERS EXECUTING THIS CREDIT AGREEMENT FOR THE PURPOSE OF AUTHORIZING L&W SUPPLY TO OBTAIN A CREDIT REPORT IN ACCORDANCE WITH SECTION 4 ABOVE:

Printed name: _____ Printed name: _____

Date: _____ Date: _____



GUARANTY

To induce L&W Supply Corporation and any of its affiliates, parent and subsidiary companies (collectively, "L&W Supply") to make, extend or renew credit or other financial accommodations to or for the benefit of _____ ("Customer"), which are and will be to the direct interest and advantage of the undersigned guarantor(s) ("Guarantor"), Guarantor hereby, jointly and severally (if more than one), absolutely, irrevocably and unconditionally guarantees to L&W Supply and its successors and assigns the timely payment and performance of all liabilities and obligations of Customer to L&W Supply (collectively, the "Guaranteed Obligations").

This Guaranty is a continuing and unconditional guaranty of payment and performance and not of collection. Each Guarantor is jointly and severally obligated together with all other parties obligated for the Guaranteed Obligations. This Guaranty does not impose any obligation on L&W Supply to extend or continue to extend credit or otherwise deal with Customer at any time. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Guaranteed Obligations is rescinded, avoided or for any other reason must be returned by L&W Supply, and the returned payment shall remain payable as part of the Guaranteed Obligations, all as though such payment had not been made. Guarantor hereby subordinates all debts owing by Customer to it/him/her to the Guaranteed Obligations.

Guarantor may terminate this Guaranty only by written notice, delivered personally to or received by certified or registered United States Mail, return receipt requested, by L&W Supply at the address for notices set forth on the first page of the Credit Application to which this Guaranty is attached. Such termination shall be effective only with respect to Guaranteed Obligations arising more than 15 days after the date such written notice is received by L&W Supply. Such termination shall not be effective with respect to Guaranteed Obligations (including any subsequent extensions, modifications or compromises of the Guaranteed Obligations) then existing, or Guaranteed Obligations arising subsequent to receipt by L&W Supply of said notice if such Guaranteed Obligations are a result of L&W Supply's obligation to make advances pursuant to a commitment entered into prior to expiration of the 15 day notice period, or are a result of advances which are necessary for L&W Supply to preserve its interests. Termination of this Guaranty by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder.

L&W Supply may from time to time, in its sole discretion, without affecting, impairing, lessening or releasing the obligations of Guarantor hereunder: (a) extend or modify the time, manner, place or terms of payment or performance and/or otherwise change or modify the credit terms of the Guaranteed Obligations; (b) increase, renew, or enter into a novation of the Guaranteed Obligations; and (c) proceed against, settle, release, or compromise with Customer or any other person or entity liable as to any part of the Guaranteed Obligations, and/or subordinate the payment of any part of the Guaranteed Obligations to the payment of any other obligations, which may at any time be due or owing to L&W Supply; all in such manner and upon such terms as L&W Supply may deem appropriate, and without notice to or further consent from Guarantor. No invalidity, irregularity, discharge or unenforceability of, or action or omission by L&W Supply relating to any part of the Guaranteed Obligations shall affect or impair this Guaranty.

Guarantor waives and releases the following rights, demands, and defenses Guarantor may have with respect to L&W Supply and collection of the Guaranteed Obligations: (a) promptness and diligence in collection of any of the Guaranteed Obligations from Customer or any other person liable thereon; (b) any law or statute that requires that L&W Supply make demand upon, assert claims against, or collect from Customer or other persons or entities, exhaust any remedies, or take any other action against Customer or other persons or entities prior to making

demand upon, collecting from or taking action against Guarantor with respect to the Guaranteed Obligations; (c) any law or statute that requires that Customer or any other person be joined in, notified of or made part of any action against Guarantor; (d) notice of extensions, modifications, renewals, or novations of the Guaranteed Obligations, of any new transactions or other relationships between L&W Supply, Customer and/or any guarantor, and of changes in the financial condition of, ownership of, or business structure of Customer or any other guarantor; (e) presentment, protest, notice of dishonor, notice of default, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, and all other notices of any kind whatsoever to which Guarantor may be entitled; (f) the right to assert against L&W Supply any defense (legal or equitable), set-off, counterclaim, or claim that Guarantor may have at any time against Customer or any other party liable to L&W Supply; (g) all defenses relating to invalidity, insufficiency, unenforceability, enforcement, release or impairment of L&W Supply's lien on any products sold to Customer, or of any other guaranties held by L&W Supply; (h) any right to which Guarantor is or may become entitled to be subrogated to L&W Supply's rights against Customer or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of L&W Supply against Customer until such time as the Guaranteed Obligations have been fully satisfied beyond the expiration of any applicable preference period; (i) any claim or defense that acceleration of maturity of the Guaranteed Obligations is stayed against Guarantor because of the stay of assertion or of acceleration of claims against any other person or entity for any reason including the bankruptcy or insolvency of that person or entity; and (j) the right to marshalling of Customer's assets or the benefit of any exemption claimed by Guarantor.

Guarantor warrants, represents and covenants to L&W Supply that on and after the date hereof: (a) all financial statements of Guarantor furnished to L&W Supply are correct and accurately reflect the financial condition of Guarantor as of the respective dates thereof; (b) at such reasonable times as L&W Supply requests, Guarantor will furnish L&W Supply and its successors and assigns with such other financial information as L&W Supply and its successors and assigns may reasonably request; and (c) Guarantor is an adult individual. GUARANTOR HEREBY AUTHORIZES L&W SUPPLY TO: (A) OBTAIN A CREDIT REPORT ON GUARANTOR FROM TIME TO TIME, AND (B) DISCLOSE ANY CREDIT INFORMATION OBTAINED, EACH IN CONNECTION WITH L&W SUPPLY'S CONSIDERATION OF THE EXTENSION OR CONTINUATION OF CREDIT TO CUSTOMER AND FOR OTHER LAWFUL PURPOSES.

This Guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. L&W Supply's interests in and rights under this Guaranty are freely assignable, in whole or in part, by L&W Supply. Any assignment shall not release Guarantor from the Guaranteed Obligations. This Guaranty shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to that state's conflict of laws principles. If any provision of this Guaranty shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Any notices to Guarantor shall be sufficiently given if in writing and mailed or delivered to Guarantor's address shown below or such other address as provided hereunder, and to L&W Supply, if in writing and mailed or delivered to L&W Supply's address specified on the first page of the Credit Application to which this Guaranty is attached or such other address as L&W Supply may specify in writing from time to time. In the event that Guarantor changes Guarantor's address at any time prior to the date the Guaranteed Obligations are paid in full, Guarantor shall promptly give written notice of said change of address to L&W Supply by registered or certified mail, return receipt requested, all charges prepaid. All references herein to Customer, Guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual person or entity. Guarantor by execution of and L&W Supply by acceptance of this Guaranty agree that each party is bound to all terms and provisions of this Guaranty. No waivers, amendments or modifications of this Guaranty shall be valid unless in writing and signed by an authorized officer of L&W Supply. No waiver by L&W Supply of any default shall operate as a waiver of any other default or the same default on a future occasion. Neither the failure nor any delay on the

part of L&W Supply in exercising any right, power, or privilege granted pursuant to this Guaranty shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. All remedies available to L&W Supply with respect to this Guaranty and remedies available at law or in equity shall be cumulative and may be pursued concurrently or successively. If Guarantor is a partnership, the obligations, liabilities and agreements on the part of Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals comprising the partnership. The term "Guarantor" includes any altered or successive partnerships, and predecessor partnerships and the partners shall not be released from any obligations or liabilities hereunder. Which party prepared this Guaranty shall have no bearing on its construction.

Guarantor shall pay all of L&W Supply's reasonable expenses incurred to enforce or collect any of the Guaranteed Obligations, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate, or bankruptcy proceeding. Any controversy or claim arising out of or relating to this Guaranty or the breach hereof shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator and shall be conducted in English. The arbitration shall be in a city with a population of 250,000 or more closest to Customer's principal office address. If a controversy or claim relates to or is the subject of a mechanic's or construction lien, L&W Supply may proceed in accordance with applicable law to comply with the lien notice or filing deadlines to preserve its lien rights.

GUARANTORS:

Signature: _____

Print or Type Name: _____

Address: _____

Tax I.D. or SS No: _____

Date: _____

Signature: _____

Print or Type Name: _____

Address: _____

Tax I.D. or SS No: _____

Date: _____

Signature: _____

Print or Type Name: _____

Address: _____

Tax I.D. or SS No: _____

Date: _____