



1800 NW 22nd Street
 Fort Lauderdale, FL 33311
 Telephone: (954) 374-0660
 Fax: (954) 792-2073

BUSINESS CREDIT APPLICATION

This credit application is submitted for the benefit of BrickAmerica, Inc., which may use and rely upon the information and agreements provided by the applicant (the "Applicant") in this Business Credit Application in the sale of goods to the Applicant. The terms and conditions of sale set out in this Business Credit Application, including those on the reverse side or attached hereto, and as they may be supplemented by any quotations or sales contracts submitted by Seller, will govern all sales of any goods by BrickAmerica, Inc. to the undersigned Applicant and its successors and assigns. In this Business Credit Application, the term "Seller" refers to BrickAmerica, Inc., selling or contracting to sell goods to the undersigned Applicant.

APPLICANT NAME			TRADE NAME			FEDERAL ID#		
PHYSICAL ADDRESS					BILLING ADDRESS			
CITY		STATE	ZIP CODE		CITY		STATE	ZIP CODE
TELEPHONE		FAX		MOBILE		EMAIL ADDRESS		
STATE OF FORMATION		NUMBER OF YEARS IN BUSINESS		DESCRIPTION OF BUSINESS				
BUSINESS STRUCTURE - LLC or LLP Must Attach a Certificate of Partnership/Articles of Organization								
<input type="checkbox"/> Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Sub/Sub Contractor								
EMPLOYER ID NUMBERS (EIN)					CONTRACTOR'S LICENSE NUMBER (LOCATION SPECIFIC)			
TAX STATUS		EXEMPTION / RESALE NUMBER			If purchases are exempt from sales tax a signed exemption or resale certificate must be attached.			
<input type="checkbox"/> Taxable <input type="checkbox"/> Exempt								
PRINCIPAL(S) INFORMATION (FURNISH THE FOLLOWING INFORMATION FOR ALL PRINCIPALS)								
FULL NAME				HOME ADDRESS				
DATE OF BIRTH		SOCIAL SECURITY NUMBER			% OF OWNERSHIP		POSITION	
FULL NAME				HOME ADDRESS				
DATE OF BIRTH		SOCIAL SECURITY NUMBER			% OF OWNERSHIP		POSITION	
BANK REFERENCE				ACCOUNT NUMBER			TELEPHONE NUMBER	
BANK ADDRESS								
FINANCIAL STATEMENTS				PURCHASE ORDER REQUIRED		LIST ANY SPECIFIC PURCHASE ORDER REQUIREMENTS		
<input type="checkbox"/> Attached <input type="checkbox"/> Available Upon Request				<input type="checkbox"/> Yes <input type="checkbox"/> No				
TRADE REFERENCES (AGGREGATE OR MAJOR MATERIAL SUPPLIER)				ACCOUNT NUMBERS AND/OR CONTACT PERSON		TELEPHONE NUMBER		FAX NUMBER
1.								
2.								
3.								
4.								

All information provided in this application is held strictly confidential. FOR AND IN CONSIDERATION of the extension of credit for the purchase of goods, materials and services the undersigned Applicant(s) agree(s) to: 1) Furnish any additional financial information, including but not limited to current financial statements, personal or corporate, from time to time as requested by the credit grantor; 2) Pay amounts due within established terms for materials as purchased and Applicant understands that credit can be suspended at the option of credit grantor for payments not so presented; 3) Pay service charges (delinquent charges) of 1 1/2% per month (but in no event more than the amount permitted by law) on any and all balances that are past due beyond the established terms for payment; 4) Pay reasonable collection fees if account is placed with an attorney or agency for collection purposes; and 5) Inform credit grantor of any material changes in the structure, management, ownership, or financial condition of the Applicant.

Applicant authorizes Seller to obtain credit information on an on-going basis and authorizes the release of all credit information on Applicant to Seller. **APPLICANT MUST READ AND SIGN THE REVERSE SIDE (SECOND PAGE) OF THIS DOCUMENT. THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THE SIGNATURE OF AN AUTHORIZED AGENT WITH THE AUTHORITY TO OBLIGATE THE APPLICANT UNDER THE TERMS AND CONDITIONS CONTAINED HEREIN.**



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GENERAL TERMS AND CONDITIONS OF SALE

Applicant (hereinafter "Buyer") further agrees that the following terms and conditions will apply to all sales of goods by Seller:

1. All matters between Seller and Buyer, including venue, will be governed by the laws of the state in which the delivery of goods by Seller to Buyer is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing for such payment, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
2. Buyer agrees that any terms and conditions appearing on any document submitted by Buyer which are in conflict with (i) the terms and conditions contained herein, (ii) any quotation submitted by Seller, or (iii) any sales contract between Seller and Buyer shall be hereby expressly rejected and shall not constitute terms of any sale of goods by Seller. The foregoing shall apply to all documents heretofore or hereafter submitted by Buyer, whether executed by Seller or not.
3. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. In addition to Seller's right under the Uniform Commercial Code, if in the judgment of Seller, the financial condition of the Buyer at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Buyer agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. Seller maintains the right to periodically review and adapt payment terms as necessary.
4. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
5. Seller will not be responsible for delays in production or delivery for any reason resulting from fire, flood, strikes, lockouts, difference with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or for any other reason beyond the Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
6. THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice.
7. If the goods furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be to repair or replace (at Seller's discretion), f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Buyer's account. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods must be given to Seller immediately upon discovery of the defect, notwithstanding the foregoing, final notice of any defect must be given within thirty (30) days from the date of delivery of such goods. Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amount in excess of that amount. **IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
8. No legal action shall be brought by the Buyer against the Seller for any claim with respect to any goods sold by Seller to Buyer more than one (1) year after delivery of such goods to the Buyer. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.
9. If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document.
10. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document electronically in the manner known as "scanning", a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable.
11. Any manufacturing, processing, sales or other tax (except for taxes on Seller's net income) now in effect or later imposed by any governmental entity (whether national, state, or local), shall be added to the invoices and paid by Buyer. Quoted prices are made before addition of applicable taxes.

BY: _____ **TITLE:** _____
PRINT NAME: _____ **DATE:** _____

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Seller to extend credit to Applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by Applicant to Seller or any affiliated company described above, whether said indebtedness is due now or hereafter incurred. Guarantor(s) authorize the use of consumer information for business purposes now and on an ongoing basis. This Guaranty is continuing, and shall continue to apply to all indebtedness which Applicant may hereafter incur, renew, or extend in whole or in part, with Seller or any Affiliate(s) as described above, all without notice to the undersigned Guarantor(s). Seller or any Affiliate(s) may, without notice, jointly or independently modify the indebtedness, accept or release collateral or other security, or release the Applicant, without releasing the undersigned Guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Seller's office as stated above, unless a different address for payment is indicated on the applicable invoice or statement. A counterpart of this Guaranty delivered by facsimile transmission shall be deemed an original document and be valid for all purposes.

Signed this _____ day of _____, 20____

GUARANTOR _____	GUARANTOR _____
PRINT NAME _____	PRINT NAME _____
GUARANTOR'S SPOUSE _____ (REQUIRED IN AZ)	GUARANTOR'S SPOUSE _____ (REQUIRED IN AZ)
PRINT NAME _____	PRINT NAME _____