

**COMMERCIAL CREDIT APPLICATION**  
(United States of America)



Please return the completed and signed application, and any additional documents requested, to your local branch or submit to FBM's Credit Department via email to [ar-support@fbmsales.com](mailto:ar-support@fbmsales.com)

CUSTOMER PROFILE					
BUSINESS NAME:		DOING BUSINESS AS (if different):		FED. TAX ID or SOC. SEC. #	PURCHASE ORDER REQUIRED? Yes No Other
PHYSICAL ADDRESS:		CITY:		STATE:	ZIP CODE
MAILING ADDRESS:		Check if same as above <input type="checkbox"/>		CITY:	STATE OR PROVINCE ZIP CODE:
STATE OF ORGANIZATION:		DATE OF FORMATION:		ENTITY TYPE: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
DUNN & BRADSTREET (D&B) NO.:		ANNUAL SALES: \$		CREDIT AMOUNT REQUESTED: \$ BUSINESS TAX EXEMPT? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide tax exemption certificate with application	
CONTACT NAME:		CONTACT NUMBER:		CONTACT EMAIL: INVOICE / STATEMENT EMAIL ADDRESS:	
PRINCIPALS or OFFICERS					
NAME:		TITLE		DATE OF BIRTH:	DRIVER'S LICENSE #: SOCIAL SECURITY #
HOME ADDRESS:		CITY:		STATE: ZIP CODE:	INVOLVED IN BANKRUPTCY OR INSOLVENCY? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: PHONE NUMBER:
NAME:		TITLE:		DATE OF BIRTH:	DRIVER'S LICENSE # SOCIAL SECURITY #
HOME ADDRESS:		CITY:		STATE: ZIP CODE:	INVOLVED IN BANKRUPTCY OR INSOLVENCY? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: PHONE NUMBER:
BANKING INFORMATION					
BANK NAME:		ACCOUNT #		ACCOUNT AGE:	CONTACT NAME & TITLE:
BANK ADDRESS:		CITY:		STATE: ZIP CODE:	CONTACT EMAIL: CONTACT PHONE:
TRADE REFERENCES					
COMPANY NAME:		CONTACT PERSON:		CONTACT PHONE:	CONTACT EMAIL:
COMPANY ADDRESS:		CITY:		STATE: ZIP CODE:	DESCRIBE BUSINESS RELATIONSHIP & LENGTH:
COMPANY NAME:		CONTACT PERSON:		CONTACT PHONE:	CONTACT EMAIL:
COMPANY ADDRESS:		CITY:		STATE: ZIP CODE:	DESCRIBE BUSINESS RELATIONSHIP & LENGTH:
AGREEMENT TO TERMS					
Customer and Guarantor(s) represent the information provided in this application is complete and accurate. In the event FBM approves Customer's application, Customer agrees to be bound by the Credit Terms provided with this application on the next page and the Sales Terms referenced therein. Customer authorizes FBM to obtain credit information from credit reporting agencies, references, and other sources in considering this application and subsequently in connection with any Account. By executing this credit application, the undersigned hereby represents and warrants to FBM that he or she: (a) has read and understands the contents of the Credit Terms; (b) has read and understands the contents of the Sales Terms; (c) has authority or corporate power to bind Customer to the Credit Terms and Sales Terms; and (d) is signing voluntarily.					
NAME		TITLE:		SIGNATURE:	DATE:
PERSONAL GUARANTY					
In consideration of FBM's extension of credit to Customer or financing of Customer's purchase of FBM products, each undersigned person (each, a "Guarantor") unconditionally and irrevocably guarantees the prompt payment of all amounts accruing on Customer's account. This Guaranty shall be a joint and several obligation, without limitation as to amount, and extends to any Finance Charges and Collection Costs accruing on Customer's account. Each Guarantor further agrees to pay on demand, without requiring FBM to first enforce payment against Customer. This is an absolute, unconditional, primary, and continuing obligation and, subject to applicable law, shall remain in full force and effect until Customer's entire Account balance, including any Finance Charges and Collection Costs, is paid in full. Guarantors waive any notice requirements concerning Credit Terms or this Guaranty and acknowledge FBM may amend Credit Terms or Customer's account terms, in its sole discretion including raising rates, fees, or credit limits. By executing this Guaranty below, Guarantor authorizes FBM to: (x) investigate his or her personal credit by obtaining a consumer credit report and making direct inquiries of businesses where Guarantor's accounts are maintained; (y) periodically review and share information about transactions with Guarantor with credit bureaus or other parties who may receive such information; and (z) in the event this application is denied based upon information in a consumer credit report, to report the reason for denial. The duration of any Guaranty provided hereby shall be the maximum extent permitted by state law.					
GUARANTOR NAME:		TITLE:		SOCIAL SECURITY # OR EMPLOYER ID #	SIGNATURE & DATE:
GUARANTOR NAME:		TITLE:		SOCIAL SECURITY # OR EMPLOYER ID #	SIGNATURE & DATE:
FOR FBM USE ONLY					
Sales Representative – Complete All Fields Before Submitting for Credit Approval					
Branch	Price Code Format CPT:	Sales Rep Name:	Sales Rep ID:	Who accepted Credit App?	Please check up to three (3) product lines that apply to this Customer: <input type="checkbox"/> Res D/W-2010 <input type="checkbox"/> Windows/Siding-2075 <input type="checkbox"/> Ceilings-2065 <input type="checkbox"/> EIFS-2062 <input type="checkbox"/> Com D/W-2030 <input type="checkbox"/> Commercial Doors-2077 <input type="checkbox"/> Insulation-2060
FOR CREDIT DEPARTMENT:		<input type="checkbox"/> Approved <input type="checkbox"/> Denied		Credit Manager:	Starting Credit Limit: \$

## COMMERCIAL CREDIT TERMS AND CONDITIONS

(United States of America)



THESE COMMERCIAL CREDIT TERMS AND CONDITIONS ("Credit Terms") of **Foundation Building Materials, LLC** (including its affiliates and subsidiaries, "**FBM**") shall govern and control any and all extensions of commercial credit by FBM to any person, business, or other legal entity (each, a "**Customer**") purchasing goods, products, or materials ("**Products**") from or on account with FBM. As used herein, "**Terms**" shall mean these Credit Terms and FBM's Terms and Conditions of Sale (the "**Sales Terms**"), available upon request or at [www.fbmsales.com/salesterms/](http://www.fbmsales.com/salesterms/). The most up-to-date version of the Sales Terms shall be incorporated into these Credit Terms by reference as if fully set forth herein.

**1. CONSENT TO CREDIT INVESTIGATION.** Customer represents and warrants the information contained in its credit application is complete, true, and accurate, and that no unfavorable information has knowingly been omitted. Customer's submission of an executed Credit Application constitutes authorization for FBM to conduct an investigation of Customer's business background and creditworthiness, and acts as irrevocable consent and express authorization to collect, disclose, and use Customer's credit, accounts, and other personal or proprietary information obtained by FBM (or its agents, designees, and assigns) from any and all sources utilized in connection with FBM's evaluation of Customer's creditworthiness. Customer's consent includes authorization to disclose information concerning Customer to credit reporting agencies, as well as consent to the disclosure of information to third parties to the extent such disclosure is necessary for purposes of credit approval, collection efforts, invoicing, delivery, or other credit-related purposes. Nothing in this section shall be construed as permitting FBM to collect, disclose, or use information in violation of applicable law.

**2. ACCOUNT.** If Customer's application is approved, a commercial charge account (an "**Account**") will be created in the name of Customer to be used for business or commercial purposes. Customer agrees to not use its Account (or allow it to be used) for personal, family, or household purposes. A credit limit will be assigned to Customer's Account, which credit limit FBM may raise, lower, or permit Customer to exceed, at any time, and without advance notice to Customer. All unpaid purchases, whether billed or not, shall be considered in determining Customer's available credit. FBM may at any time, without advance notice to Customer, limit or terminate use of the Account or terminate or suspend Customer's right to make future purchases. Regardless of any limitation, suspension, or termination hereunder, Customer promises to pay any outstanding balance on the Account according to these Terms and all of FBM's rights hereunder shall remain in full force and effect until all of Customer's obligations are fully satisfied, including payment of all late fees and finance charges until payment in full. Customer agrees to notify FBM in writing of any changes in ownership or status of ownership and further agrees, notwithstanding any change in ownership, status of ownership, business form, or entity, all amounts owed on the Account shall remain the responsibility of Customer and Guarantor unless otherwise agreed to by FBM in writing.

**3. PAYMENT TERMS.** Customer agrees to pay in accordance with the terms of its respective account with FBM. No payments shall be subject to any set offs, deductions, or claims, unless otherwise agreed to in writing by FBM. Should Customer fail to pay when due, Customer shall be responsible for a monthly finance charge accruing on such unpaid balance. A charge of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum, shall accrue on a daily basis from the date of invoice, and shall continue to accrue on any unpaid balance, both before and after judgment, until said balance is paid in full or until payment of the maximum amount permitted by applicable state law is made, whichever is less (the "**Finance Charges**"). Customer further acknowledges and agrees, in the event a court of competent jurisdiction determines any late charge to be in violation of applicable law, Customer's sole remedy against FBM for such violation shall be the application of said late payment charge towards the unpaid balance, or if paid in full, the return to Customer of the amount that is in excess of the maximum amount permitted by applicable law.

**4. APPLICATION OF PAYMENT; SET-OFF RIGHTS.** FBM may in its sole and complete discretion apply any payment received by Customer in any manner it deems appropriate. Without limiting the foregoing, to the extent any payment received by FBM is insufficient to pay the full amount then due and payable, such payment may be distributed and applied towards Customer's indebtedness including, but without limitation and in any order as FBM may elect: (a) any and all costs and expenses incurred from FBM's Collection Efforts (as defined in Section 4); (b) to accrued and unpaid interest assessed according to the terms herein; (c) payment of any applicable late charges; and (d) any unpaid principal until the full amount of principal and interest have been paid in full.

**5. COLLECTION EFFORTS.** To the extent not prohibited by applicable law, Customer and Guarantor shall be responsible for all costs, fees, and expenses ("**Collection Costs**") of like or unlike nature which may be expended by FBM, regardless of whether suit is instituted, either as against Customer or any Guarantor or surety, in connection with any of the following, including, without limitation (collectively, "**Collection Efforts**"): (a) collecting or attempting to collect any unpaid balances, including employing a third-party collection agency; (b) enforcing these Credit Terms at law or in equity including, without limitation, defending or prosecuting any claim against Customer, guarantors, or bonding companies; (c) perfecting, administering, maintaining, supervising, protecting, determining the priority of, or realizing any Security Interest (as defined in Section 6) or other form of collateral, whether granted by Customer or any guarantor with respect to such indebtedness; (d) exercising any rights under any surety, payment, or performance bonds; (e) filing, attaching, or perfecting any mechanic's, statutory, or equitable liens; and (f) participating in any action or proceeding necessitated by Customer's purchase of FBM Products under these Terms. Collection Costs shall include, without limitation, reasonable attorneys' fees, court costs, outside collection agency fees and costs, costs of filing any Uniform Commercial Code ("**UCC**") financing statements, filing or recording a lien, asserting or making a claim against a bond, out-of-pocket expenses, post-judgment costs, and any other costs incurred by FBM in its Collection Efforts.

**6. CONSUMER WAIVERS.** Customer represents and warrants it is not a "consumer" as defined in the Federal Consumer Credit Protection Act ("**FCCPA**"), or any other consumer credit laws, whether federal, state, or municipal. Customer waives any and all rights granted to consumers under the FCCPA and any other applicable consumer credit laws with respect to any "consumer rights." Customer represents and warrants any and all purchases of Products from FBM, and any extension of credit to Customer under these Credit Terms, are solely for business and commercial purposes. **ACCORDINGLY, CUSTOMER WAIVES ANY AND ALL RIGHTS GRANTED TO CONSUMERS UNDER THE FCCPA AND ANY OTHER APPLICABLE CONSUMER CREDIT LAWS WITH RESPECT TO "CONSUMER RIGHTS."**

**7. SECURITY INTEREST; SUPPLIER LIEN.** To secure payment of Customer's indebtedness, Customer hereby grants FBM a purchase-money security interest in all Products sold or supplied

to Customer by FBM, as well as a security interest (collectively, "**Security Interest**") in all of Customer's right, title, and interest in, to, and under all of its personal property, equipment, fixtures, inventory, general intangibles, and accounts receivable (collectively, "**Collateral**"), whether now existing or hereafter arising and wherever located. Customer irrevocably authorizes FBM to file financing statements on Customer's behalf, and further agrees to take all further actions FBM deems necessary or desirable to perfect, preserve, enforce, or realize its Security Interest. In addition to FBM's Security Interest, and without limiting any of these Terms, Customer unconditionally and irrevocably assigns, pledges, and grants to FBM a continuing first-priority lien against the Collateral, to the maximum extent permitted by applicable law, to further secure payment and performance of Customer's obligations hereunder. Customer agrees to execute, acknowledge, and deliver all instruments necessary to confirm FBM's rights, powers, and remedies hereunder, including furnishing FBM, upon its request, with all relevant information for FBM's evaluation, notification, or enforcement of any lien rights. FBM's request for this information shall be construed as creating a duty on the part of Customer to distribute, publish, and supplement this information. Customer agrees its failure to provide such information shall constitute a waiver of any defenses, substantive or procedural, related to Customer's failure to provide the requested lien information.

**8. DEFAULT.** Subject to any limitations imposed by applicable law, FBM may declare Customer in default of these Terms upon (each, an "**Event of Default**"): (a) Customer's failure to make payment in accordance with payment terms; (b) Customer's violation of any part of these Terms or other agreement with FBM; (c) Customer's voluntary or involuntary subsection to bankruptcy, receivership, creditor assignment or other insolvency proceedings; (d) Customer exceeds the credit limit on its account and does not cure such overage within five (5) business days' of notice thereof; or (e) FBM reasonably considers itself to be insecure.

**9. REMEDIES.** Without limiting any remedies available to FBM at law or in equity, upon an Event of Default, FBM may in its sole and absolute discretion: (a) reduce Customer's credit limit or suspend its account; (b) terminate Customer's account, in which case these Terms shall continue to be in full force and effect until payment in full of the account balance, Finance Charges, and any Collection Costs; (c) require Customer to execute a joint check agreement to allow payment from the owner, builder, or general contractor that is contracted with Customer to be made directly to FBM; (d) accelerate Customer's entire account balance, including all Finance Charges, to be due and payable immediately; and (e) commence legal action to collect all amounts owed to FBM.

**10. NOTICE WAIVERS.** Customer and Guarantor, if any, hereby waive notice of extension of any credit, presentment, and demand for payment, and further waive their right of protest or notice of dishonor or default. FBM, without notice to Customer or Guarantor and without first obtaining their consent or releasing Customer or Guarantor, may in its sole and absolute discretion: (a) surrender, compromise, substitute, or exchange any or all parts of any Security Interest held by FBM; (b) grant any releases, compromises, or indulgences with respect to any indebtedness incurred under Customer's Account; or (c) release any party liable hereunder without affecting the liability of the other parties, whether Customer or a Guarantor, either of whom may be sued without joining or first proceeding against the others.

**11. CONFLICTING PROVISIONS; ORDER OF PRECEDENCE.** The Terms and any other written agreements between FBM and Customer, including any quotes, purchase orders, or delivery tickets for such Products, shall, to the extent possible, be interpreted consistently, and in a manner so as to supplement each other and avoid any conflict between them. However, in the event of any conflict or inconsistency, the following order of precedence shall apply: (a) these Credit Terms; (b) the Sales Terms; (c) any purchase order terms; and (d) any terms included in any quotes or delivery tickets. Customer hereby acknowledges this provision is a material inducement to FBM extending credit to Customer and any terms thereunder.

**12. FURTHER ASSURANCES; FINANCIAL STATEMENTS.** At any time, and from time to time, at the request of FBM and without further consideration, Customer shall provide, execute, and/or deliver such other information, instruments, or documents as FBM may reasonably request in connection with FBM's extension of credit to Customer, or relating to FBM's rights and remedies under these Terms. Upon request from FBM, Customer agrees to furnish to FBM copies of Customer's most recent annual, quarterly, and/or monthly financial statements. The financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied, including a balance sheet, statement of profit and loss, and statement regarding changes in financial position.

**13. OPPORTUNITY TO REVIEW.** Customer hereby acknowledges it has had adequate opportunity to review these Credit Terms and consult with counsel of its own choosing regarding such Credit Terms. Customer further acknowledges it fully understands the Credit Terms and is voluntarily entering into such Credit Terms. Accordingly, the party preparing these Credit Terms shall have no bearing on their construction in favor of any party.

**14. GOVERNING LAW; VENUE.** The validity, performance, construction, effect, and all claims and controversies which may arise under these Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule causing the application of the laws of any jurisdiction other than the State of California. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern these Terms or the performance thereof or any aspect of any dispute arising therefrom. Notwithstanding anything to the contrary, Customer and Guarantor agree jurisdiction and venue for FBM's Collection Efforts shall be in the state and county where: (a) the Account was established by FBM; (b) where any Products were incorporated; (c) where the Products were purchased; or (d) where either Customer and/or Guarantor are located. Based on the foregoing sentence, Customer and Guarantor agree to submit themselves to the personal jurisdiction of the courts of such state and county. **CUSTOMER AND FBM EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATING TO THESE TERMS.**

**15. MISCELLANEOUS TERMS.** Neither the termination or revocation of these Credit Terms or Guaranty may apply retroactively. The unenforceability or invalidity of any one or more of these Credit Terms shall not render any otherwise enforceable or valid provisions, unenforceable or invalid, which such remaining portions shall continue to be in full force and effect. The failure of FBM to enforce any condition of these Terms is not a waiver of the right to enforce each and every condition contained herein.