

MG BUILDING MATERIALS

www.mgbuildingmaterials.com

Telephone: 210/924-8604

Fax: 210/921-2765

Date: _____

COMMERCIAL CREDIT APPLICATION AND AGREEMENT

Store # _____

MG SIC _____

Sales Rep: _____

Legal Name of Business: _____ Tax ID#: _____

Name of Applicant: _____ Phone: _____

Business Address: _____ Fax #: _____

City/State/Zip: _____ Email: _____

Mailing Address: _____ SS#: _____

City/State/Zip: _____ TDL#: _____

Legal Entity: Corporation _____	LLC _____	LLP _____	LLLP _____	Partners _____	Proprietor _____	Govt _____
State of Incorporation: _____		Date of Incorporation or Business Started? _____				

Officers/Positions: (and/or Partners/Owners/Members)

1. _____	Name	Title	Phone #	Dr Lic #
2. _____	Name	Title	Phone #	Dr Lic #
3. _____	Name	Title	Phone #	Dr Lic #

Type of Business: _____

Such as: Remodeler, Plumber, New Home Construction, Commercial Build-out, etc.

Have you or your Company filed for Bankruptcy during the last seven (7) years? _____
Fax your Invoices? _____ Or Email? _____ PO Required? Yes _____ No _____
Do you require monthly statement with detailed invoice report? Yes _____ No _____ Or physical invoice copies? _____
Accounts Payable Contact: _____ Phone#: _____
AMOUNT OF CREDIT REQUESTED? _____
Copy of latest business/personal financial statement enclosed? YES _____ NO _____ TAX EXEMPT? _____
(Financials to include Income Statement, Balance Sheet, Stmt of Cash Flows) Certificate Attached? _____
BANKING INFO: Add additional sheet if more than one Bank source indicated...
Bank Name: _____ Telephone: _____
Account # _____ Bank Officer: _____

WHO DO YOU BUY FROM NOW? NOT YOUR PERSONAL REFERENCES....

1. _____ / _____	Telephone Number	Account Number
Name/Address		
2. _____ / _____	Telephone Number	Account Number
Name/Address		
3. _____ / _____	Telephone Number	Account Number
Name/Address		
4. _____ / _____	Telephone Number	Account Number
Name/Address		

STANDARD MG BUILDING MATERIALS TERMS ARE NET 15TH. PAYMENT FOR MATERIALS YOU HAVE PURCHASED ARE DUE IN FULL BY THE 15TH OF THE MONTH FOLLOWING THE MONTH OF PURCHASE.

Applicant warrants and represents to MG BUILDING MATERIALS (hereafter "MG") that all the information contained in this Credit Application and Agreement is true and correct, and further represents to MG that an Authorized Person has signed it on behalf of Applicant. The term "Applicant" shall refer to the company or business entity making the credit application. Applicant understands that this application will be retained on file whether or not credit is approved. Applicant understands that the application may not be processed if the information provided is not complete. MG is authorized to check my credit and banking history and to answer questions about my credit history with the company or credit reporting agencies. I, the undersigned, have the authority to bind the applicant company to this Credit Application and Agreement.	PLEASE READ THIS SECTION AND Initial....
	Date: _____

IMPORTANT NOTICE: AUTHORIZED BUYERS LIST: Please list those individuals authorized to purchase on this account, to include applicant.

(INSTRUCTIONS: The appropriate officers, owners, or partners must sign and date this Credit Agreement and the Personal Continuing Guarantee. This Credit Agreement and Personal Continuing Guarantee will not be accepted with strikeouts, interlineations, or other changes or modification.)

CREDIT AGREEMENT

Applicant agrees if Applicant is a Corporation and if any of the information contained in this Credit Agreement is incorrect or if any check from Applicant payable to MG is dishonored for not having sufficient funds in Applicant's account, MG can disregard the corporate entity and hold each officer and director of the corporation individually liable for all charges due from Applicant to MG.

Applicant and MG agree in consideration for sales to Applicant on open account that the Applicant will promptly notify MG of any non-conforming goods or services, and will reject such goods and services within a reasonable time after MG's delivery or tender of such goods to Applicant or within a reasonable time after it performs such service(s) for Applicant pursuant to Section 2.502 of the Texas Business and Commerce Code (Uniform Commercial Code). Applicant and MG agree that given the conditions of the industry in which Applicant and MG operate, a reasonable time for rejection of goods or service(s) provided by MG to Applicant is the period of three (3) days from the date of the Applicant's receipt of MG's goods or services. Applicant agrees that if it fails to reject any of MG's goods or services within three (3) days of delivery or tender by MG, then Applicant will be deemed to have accepted the goods or service(s) pursuant to Section 2.606 of the Texas Business and Commerce Code (Uniform Commercial Code) and Applicant will thereafter be forever barred from any claim against MG for any non-conformity of goods or services. APPLICANT AGREES IN CONSIDERATION OF SALES TO APPLICANT ON OPEN ACCOUNT THAT APPLICANT'S MONETARY DAMAGES FOR ANY NON-CONFORMING GOODS OR SERVICES PROVIDED TO IT BY MG SHALL BE LIMITED TO THE INVOICED AMOUNT OF SUCH GOODS AND SERVICES.

Applicant shall pay to MG, at 2651 S. W. Military Dr., San Antonio, TX, Bexar County, promptly when due, the total of the purchase prices (referred herein as "purchases") as shown on the respective invoices. All legal rights and obligations hereunder and for each and every purchase by Applicant from MG shall be determined in accordance with the laws of the State of Texas, and venue for the enforcement or collection of any obligation of Applicant to MG shall be in Bexar County, Texas. Payments when received, shall be applied to accrued interest and charges then due, and the balance, if any, to the payment of the oldest outstanding invoices.

Applicant and MG are cognizant of Section 16.072 of the Texas Civil Practices and Remedies Code. Applicant agrees and stipulates that any claim or cause of action it has against MG including any claim for setoff or recoupment will be forever barred if it is asserted more than two(2) years after the cause of action accrued. This Agreement and stipulation is supported by the consideration of MG's agreement to provide Applicant with goods and services an account and by MG extending credit to Applicant.

APPLICANT AGREES TO PAY ALL INVOICES SENT TO IT FROM MG BUILDING MATERIALS FOR GOODS AND SERVICES, AND THAT SAME WILL BE PAID NET PRIOR TO THE 15TH DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH PURCHASES ARE MADE. ANY OTHER TERMS MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF MG BUILDING MATERIALS.

Applicant shall pay to MG a service charge calculated at the rate of eighteen percent per annum or the highest rate allowed by law, whichever is lower, on all past due purchases from date such purchase are due, until paid. In no event shall interest contracted for, charged or received by MG, plus any other charges in connection herewith, which constitute interest, exceed the maximum interest permitted by applicable law, and if, at any time the interest received, charged or contracted for exceeds the maximum lawful interest rate, MG shall either refund the amount of the excess, or shall credit it against other obligations or indebtedness owing by Applicant to MG, and such excess shall not be considered the payment of interest.

The information provided by Applicant in its application for credit is true and correct in all respects as of the date of the application; and Applicant expressly and irrevocably authorizes MG to conduct any credit investigation, or to verify any other information MG deems necessary now or at any other time. Applicant is indebted to MG, whether through any credit reporting agencies or directly through other creditors of Applicant.

Applicant expressly waives all notices, demands for payment, presentment, protest and notice of protest as to each and every obligation of Applicant to MG. At any time, without notice to Applicant, and with or without cause, MG may, in its sole discretion, require that Applicant pay cash for purchase of any goods or services at the time of such purchase or at delivery of the goods or services, and may refuse to extend credit to Applicant.

If the account is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy, or other judicial proceedings, Applicant agrees and promises to pay all costs of collection, attorney's fees and court costs. This agreement, together with the invoices issued from time to time, shall constitute a contract with the Applicant with respect to credit purchases from MG. In the event of any conflict between the terms of any invoice or this agreement, then the terms of this agreement will control. In the event that any provision contained herein shall later be held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain fully enforceable.

The undersigned hereby consent(s) to MG's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principle(s), Proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) MG to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et. Seq.

I HAVE READ AND UNDERSTAND THIS CREDIT AGREEMENT AND APPLICATION;

Signature: _____ Type/Print Name: _____

Title: _____ Date: _____

CONTINUING GUARANTEE

I, the undersigned, do hereby agree to personally guarantee payment of any and all indebtedness incurred by the herein above named Applicant to MG Building Materials. I hereby acknowledge and agree that any credit extended to the named Applicant is extended in consideration of the guarantee. This is a continuing guarantee and shall remain in effect until revoked by me, or us, by notice in writing, but such revocation shall be effective only as to claims of MG Building Materials, which arises out of transactions entered into after receipt of such notices. This obligation shall cover the renewal of any claims guaranteed by this instrument, or extension of payment of such claim, and notice or extension of time is hereby waived. In the event this guarantee is invoked by MG, I agree to make all such payments to MG at its offices in San Antonio, Bexar County, Texas.

Guarantor's Signature

Date

Printed Name

Social Security Number

Guarantor's Signature

Date

Printed Name

Social Security Number

FOR COMPANY USE ONLY:

APPROVED BY: _____ CREDIT LINE: \$ _____

NEW ACCOUNT NUMBER: _____ DISAPPROVED: _____

DATE: _____

REGISTER AT: www.mgbuildingmaterials.com to review your account or download invoice copies!