



**CREDIT APPLICATION AND  
PAYMENT/SECURITY AGREEMENT**

**Roofing & Insulation Supply, Inc. and its Subsidiaries  
DBA**

**Roofing & Insulation Supply  
RIS Insulation Supply  
RIS Roofing Supply**

**CORPORATE OFFICES:**

**12221 Merit Drive  
Suite 1015  
Dallas, TX 75251  
Ph: (972) 239-8309  
Fax: (972) 239-8310**

**CREDIT APPLICATION AND PAYMENT/SECURITY AGREEMENT**  
(this "Agreement")

Legal Entity Name (Customer): \_\_\_\_\_ State of Registration: \_\_\_\_\_

DBA Name: \_\_\_\_\_ State Registration ID#: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_ County: \_\_\_\_\_

The information provided herein is offered as inducement to Roofing & Insulation Supply, Inc., and its Subsidiaries (hereinafter referred to as "RIS") to extend credit to the above individual or entity (hereinafter referred to as "Customer") and is true and correct to the best of the Customer's knowledge. Customer hereby authorizes RIS to contact the listed references and obtain business and personal credit information and reports from local and national independent credit agencies and sources, and other reasonable inquiries as are deemed necessary from time to time, for the express purpose of determining the issuance of, or continued extension of, credit with RIS.

**PAYMENT/SECURITY AGREEMENT**

This Agreement applies to ALL purchases made by Customer or their respective representatives from RIS that are not immediately paid for in cash. Unless express and specific written directions are given to RIS to the contrary, all employees, office or jobsite personnel, or apparent agents of the Customer shall be authorized to make purchases on the account, and/or accept material deliveries. This Agreement provides among other things payment terms to Customer and grants security interests and certain rights to RIS.

**PAYMENT TERMS**

C.O.D. sales are to be paid for in advance of delivery. On charge sales, payment terms are 30 days from date of delivery or pick up, subject to prior written approval by the RIS Credit Department, unless written approval of other non-standard terms are authorized by RIS management. In addition to the purchase price of the goods on invoices, Customer shall pay RIS the amount of any sales, use or other taxes now or hereafter imposed by any Federal, State, or Local taxing authority with respect to the sale, purchase or delivery of the goods and materials. Customer agrees that time is of the essence in paying the purchase price and any other amounts owed to RIS and any amounts not paid within 30 days of delivery or pick up date will be considered past due. It is further agreed that once amounts on the account are past due, RIS may demand payment in full at any time without further notice. Unless otherwise specified by Customer via payment remittance, all payments received by RIS shall be first applied to interest, then to the principal of the oldest outstanding invoices.

**LATE PAYMENT CHARGES/LEGAL EXPENSES**

All accounts not paid by Customer in accordance with the terms above shall be subject to a late payment charge of one and one-half percent (1-1/2%) per month (18% per annum) not to exceed the maximum rate allowed by law. Customer also agrees to pay all costs of collection incurred by RIS, including court costs, legal expenses, and reasonable and customary attorney's fees paid or incurred by RIS in connection with the attempted collection of Customer's account by RIS. Customer hereby waives notice of presentment and notice of default and stipulates to venue in the county and state of RIS's choice. Customer waives the right to jury trial in any action related to Customer's account or purchases.

**SECURITY INTEREST**

To secure payment of the purchase price of the goods and materials purchased by Customer from RIS, Customer hereby grants to RIS a security interest in all of the following described collateral (as defined by the Uniform Commercial Code ("UCC"); collectively, the "Collateral"): Accounts, Inventory, Deposit Accounts, Equipment, Goods, Chattel Paper, Documents, Electronic Chattel Paper, General Intangibles, Instruments, Investment Property, and all products and proceeds therefrom, including cash and non-cash proceeds thereof, wherever located, in which Customer now has or hereafter acquires any right or interest, together with all books and records related thereto. The Collateral shall cover and include in all goods and materials purchased by Customer from RIS, including, but not limited to roofing, insulation, foam, and accessories (and proceeds therefrom).

In order to perfect the security interests granted herein, Customer hereby irrevocably authorizes RIS to, at any time and from time to time, file any financing statements and amendments thereto that (a) indicate the Collateral as all assets of Customer or words of similar effect, and (b) contain any other required information, including whether Customer is an organization, the type of organization and any organization identification number issued to Customer. Customer agrees to furnish any such information to RIS promptly upon request.

A default shall occur for purposes of the UCC upon the occurrence of a default or breach of this Agreement, including (but not limited to) if any amounts owed to RIS become past due. Upon the occurrence of a default, RIS may exercise (among other rights and remedies available under the UCC) the rights and remedies of a secured party under the UCC.

### **DELIVERY AND INSPECTION**

This is a shipment contract. RIS will attempt to honor, but will not guarantee or warrant any specific delivery dates or times. RIS is not responsible for delivery delays caused by manufacturers or their carriers or other causes outside RIS control, including, but not limited to, accident, fire, acts of God, war, labor strife, breakdown or damage to equipment, or any other such delay. Should RIS at any time be unable to deliver goods and materials due to manufacturer supply shortages (including not being under a supply contract), RIS will allocate its available supply of such material to its customers as it deems necessary. In such event RIS shall not be liable to Customer for failure to deliver the full quantity of material contracted for. All deliveries are subject to a delivery charge and/or fuel surcharge which is in addition to quoted prices.

The Customer shall inspect the materials immediately upon their arrival and shall give written notice to RIS of any shortage or damage claim within seven (7) days of their arrival. If Customer shall fail to give such notice, the materials shall be deemed to conform to the terms of this contract. Customer hereby expressly waives any rights to revoke acceptance after the seven (7) day period.

In the event that Customer does not have a representative available to inspect and count the goods at the time of delivery, whether at Customer's warehouse or on a jobsite, Customer accepts the responsibilities for the correctness of the count as shown by RIS and accepts responsibility for the material upon completion of the delivery. In such instance, Customer shall waive any objection based on failure of RIS to have a representative sign the delivery ticket for such material.

In the event Customer or its representative or the customer of Customer requests for RIS to place materials above ground level, Customer hereby agrees to indemnify and hold harmless RIS, their agents, servants, and the employees from any and all loss or expense (including cost and attorney's fees) by reason of liability imposed upon RIS for damages, including personal injury or death, at any time resulting therefrom. Further, Customer warrants it has advised its customer of the possibility of said damages and neither will hold RIS responsible in the event of a loss or expense.

### **RETURNS**

Any materials to be returned by Customer must be in salable condition and RIS shall determine at its sole discretion whether the materials meet such condition and whether credit will be given to Customer for such material. All returned materials are subject to a restocking fee of 15%.

### **CANCELLATION**

Either party may, with or without cause, terminate a delivery upon notice prior to delivery date requested by Customer.

**Please list the names, addresses, phone numbers, etc. of all Corporate Officers, Partners, or Owners**  
**(attach additional sheets if necessary)**

Name & Title \_\_\_\_\_ Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ SS # \_\_\_\_\_ DL # / State \_\_\_\_\_

Name & Title \_\_\_\_\_ Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ SS # \_\_\_\_\_ DL # / State \_\_\_\_\_

Name & Title \_\_\_\_\_ Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ SS # \_\_\_\_\_ DL # / State \_\_\_\_\_

Have you ever filed for Bankruptcy? \_\_\_\_\_. If yes, Business \_\_\_\_\_ Personal \_\_\_\_\_, and Year \_\_\_\_\_

**OWNERSHIP:** \_\_\_\_ Sole Owner \_\_\_\_ Partnership \_\_\_\_ S Corporation \_\_\_\_ C Corporation \_\_\_\_ LLC \_\_\_\_ LLP

**YEAR BUSINESS STARTED:** \_\_\_\_\_ **SALES TAX:** Tax Exempt \_\_\_\_\_ Taxable \_\_\_\_\_  
\*IF EXEMPT, VALID TAX EXEPTION CERTIFICATES MUST BE ATTACHED

**BANK INFORMATION**

Bank Name: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank Contact: \_\_\_\_\_

**CREDIT REFERENCES**

Name	City	State	Zip	Phone	Fax
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**NOTIFICATION OF CHANGES**

Customer hereby agrees to notify RIS in writing via certified mail within seven (7) days if Customer changes its (a) name, (b) mailing address, (c) jurisdiction of organization, (d) ownership, or (e) form of Customer's business. Failure to do so may result in suspension of any credit accounts granted by RIS at its sole discretion.

**WARRANTIES**

THE PARTIES AGREE THAT ALL PRODUCTS AND EQUIPMENT SOLD BY RIS ARE MANUFACTURED BY COMPANIES OTHER THAN RIS. SOME PRODUCTS AND EQUIPMENT CONTAIN MANUFACTURER'S WARRANTIES OR GUARANTEES AND CUSTOMER AGREES THAT IT IS THE INTENT OF THIS AGREEMENT THAT ONLY THOSE WARRANTIES, IF PROVIDED BY THE MANUFACTURER, ARE AVAILABLE TO CUSTOMER. RIS MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, BEYOND THE FACE OF THIS AGREEMENT. RIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR HEALTH OR SAFETY.

RIS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO CUSTOMER RESULTING FROM ANY CAUSE WHATSOEVER, EVEN IF RIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL RIS'S LIABILITY ARISING IN CONNECTION WITH THE SALE OF ANY PRODUCTS OR EQUIPMENT, NO MATTER THE REASON THAT GIVES RISE TO THE LIABILITY, EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO RIS FOR THE PRODUCTS OR EQUIPMENT.

**SEVERABILITY**

In the event that any provision of this Agreement shall be deemed unenforceable or void, such invalidity or unenforceability shall not affect the validity of any other provision in this Agreement.

**ENTIRE AGREEMENT**

Both parties agree that this Agreement is intended to be the entire agreement between them and a complete statement of the terms and conditions of their agreement which can be modified or rescinded only by RIS. No course of performance or any course of dealing or usage of trade shall vary the express terms thereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Agreement is intended to replace, and is in lieu of, all existing discussions, arrangements, or agreements between the parties relating to purchases of goods or materials.

**VENUE**

This Agreement shall be construed and the rights and obligations of the parties hereto shall be governed by the laws of the State of Texas. Each of the undersigned, by signing this Agreement hereby consents to the jurisdiction of any court of the State of Texas of RIS, choosing over the parties of this Agreement and over any matters arising hereunder without regard to the type or nature.

**CREDIT APPLICATION AND PAYMENT/SECURITY AGREEMENT**

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE TERMS OF THIS DOCUMENT AND CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Date**

**PERSONAL GUARANTEE**

The undersigned Guarantor(s) represent that they have a significant financial interest in the above named Customer. In consideration of credit being extended to Customer, the Guarantor(s) jointly and severally personally guarantee all indebtedness and obligations by Customer to Roofing & Insulation Supply and its Subsidiaries (~~%RIS+~~) that are now due or may become due in the future and owing under this Agreement, together with any interest, collection costs, legal expenses, and reasonable attorney's fees incurred in enforcing this Agreement. This guarantee is absolute, complete, unconditional, and irrevocable, except in writing by RIS. The Guarantor(s) each agree that any dispute that arises from the terms of this Agreement, including regarding any indebtedness owed or obligations of Customer to RIS, shall be settled in a court of competent jurisdiction at the sole discretion of RIS. The Guarantor(s) each waive notice of demand, presentment, or protest of default and consents. RIS may, without affecting this Guarantee, grant Customer extensions or settlements. Each of the Guarantor(s) also agree that RIS may proceed directly against any or all of the Guarantor(s) for the payment of indebtedness of Customer without first proceeding against any particular Guarantor or Customer. This Guarantee shall bind the heirs, assigns, and legal representatives of each of the Guarantor(s).

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Printed Name of Witness**

\_\_\_\_\_  
**Printed Name of Witness**



12221 Merit Drive  
Suite 1015  
Dallas, TX 75251  
972-239-8309  
972-239-8310 fax

To Whom It May Concern:

For the purpose of establishing and maintaining a supplier/customer relationship with Roofing & Insulation Supply, Inc. (RIS+), we hereby authorize you to release the information requested by RIS on the attached Credit Reference Request or Bank Reference Request. This should be faxed to the number listed above, Attention: Credit Manager.

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Company Name

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Authorized Signature

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Printed Name and Title

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Date