



2319 Patterson Industrial Dr.
Pflugerville, Texas 78660
(866) 649-6646 Toll Free
(512) 389-0063 Main
(512) 389-0384 Fax

Credit Application and Agreement (Commercial Accounts only)

The undersigned hereby applies for credit with Over the Top systems, Ltd. DBA Pioneer Roof Systems ("PRS" or "Seller"), and agrees to abide by its standard terms and conditions of sale as stated below as to outstanding account balances, and by PRS's credit policies that have been made available to the undersigned.

BUSINESS INFORMATION

Applicant's Legal Name _____

Trade Name or DBA _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Alt _____

If operating as a division, branch, or subsidiary provide complete name and address of parent company:

Parent Company Name _____

Street Address _____

City _____ State _____ Zip _____

Type of Business _____

Years in Business _____ No. of Employees _____

Tax Status Corporation Partnership Sole Proprietor Other: _____

SSN/FEIN _____ D&B # _____ D&B Rating _____

Are purchases tax exempt? Yes No If yes, attach resale certificate

What credit limit would be ideal? _____ Per month

TRADE REFERENCES

1. Business Name _____ Acct # _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Contact Name _____ Email _____

2. Business Name _____ Acct # _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Contact Name _____ Email _____

3. Business Name _____ Acct # _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Contact Name _____ Email _____



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BANK REFERENCES

1. Bank Name _____ Acct # _____
Street Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____
Contact Name _____ Email _____

TERMS OF SALE

_____ PAYMENT TERMS: Unless otherwise approved by written agreement, then upon receipt but not later than seven (7) days of service the Applicant agrees to pay all invoices according to the terms stated on invoice. A finance charge of 1-1/2% per month (an annual percentage rate of 18%) or the maximum legal rate may be applied to all past due amounts. The minimum monthly finance charge is \$1.00. If Applicant fails to pay any amounts when due, then the Applicant also agrees to pay all costs of collection, including reasonable attorney fees, court costs and related costs attorneys fees, court costs and whether or not litigation is commenced. Notwithstanding any other language herein that may appear to the contrary, interest on any debt secured by or resulting from this Credit Application and Agreement, or any transaction consummated pursuant to or in reliance on this Agreement, or any delivery or sale of goods by PRS shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning any debt.

_____ Payment for customers without pre-credit approval may be requested in advance of service depending upon the sole discretion of PRS Service Manager. Deposits or overpayments will be refunded within 30 days of the last date of service.

_____ Seller is not responsible for broken sidewalks, curbs, walks, etc. when delivery requested to be made on the premises. Applicant assumes all responsibility for damages that may result from any such delivery. Applicant agrees to have supervisory or knowledgeable personnel at job or delivery location to accept load. In the event materials are delivered on schedule and left unattended, rolled-off, etc., Applicant assumes all risk of loss or shortage that may occur after delivery.

_____ Delay in or failure to make deliveries (total or partial) due in whole or in part to strikes, lockouts, labor troubles, fires, windstorms, floods, acts of God, terrorist acts or attacks, inability to secure job site or any other causes beyond our control, will not constitute a default.

_____ Material when placed in work constitutes acceptance by the customer. No goods shall be returned to us without our consent. Any adjustment for defective material shall be made on a basis of replacement of the material and no other basis. Materials returned for any reason other than defective manufacture shall be subject to a restocking charge by PRS, such restocking charges to be determined at PRS's sole discretion in an amount up to but not exceeding 15% of the purchase price.

WARRANTIES: PRS's only warranties to Applicant shall be: 1) that warranty provided by the Product's Manufacturer; and 2) any warranty of title and non-infringement that may be required by Section 2.312 of the Texas Business and Commerce Code, save and except that Seller shall retain, and Applicant/Buyer hereby grants to Seller, a security interest and accompanying lien in and to all materials, good or merchandise sold to Applicant/Buyer or delivered to Applicant/Buyer's order until Buyer's account with Seller is paid in full. **EXCLUSION OF WARRANTIES: EXCEPT AS SPECIFICALLY STATED IN THE PRECEDING SENTENCE, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; AND, EXCEPT FOR THE PRECEDING, SELLER HEREBY SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF SELLER'S LIABILITY: Seller will not be responsible under any circumstances for any consequential damage in the event of any defect in the goods or merchandise sold or in any other event. **SELLER'S LIABILITY WILL BE LIMITED TO REPLACEMENT OF THE GOODS SOLD --** Seller will be liable for removal of materially defective goods or merchandise or reinstallation of the same in the event of material defect.

VENUE AND GOVERNING LAW FOR RESOLUTION OF DISPUTES: The sole and exclusive venue for resolution of any dispute between PRS and Applicant shall be in the district courts of Travis County, Texas, and Applicant and the undersigned Guarantors hereby submit themselves to the jurisdiction of such courts for all purposes and hereby waive any claim of lack of jurisdiction over their person(s). All transactions between PRS and Applicant (and Guarantors) shall be governed by the laws of the State of Texas, without regard to Texas conflict of laws principles. **NOTHING STATED HEREIN SHALL BE CONSTRUED TO OBLIGATE PRS TO EXTEND CREDIT TO APPLICANT OR TO REQUIRE THAT CREDIT, IF EXTENDED BY PRS, BE EXTENDED IN A PARTICULAR AMOUNT.**

SIGNATURES and VALIDITY OF COPIES: Signatures transmitted by fax (facsimile) or email shall be deemed to be original signatures for all purposes whatsoever. A true legible copy, digital image, scan, or facsimile of this Agreement, once fully executed, shall be just as valid and enforceable as an original.



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CERTIFICATION: The information I have provided is true , correct and complete, and has been submitted to obtain commercial credit, intending that PRS shall rely upon such information to extend credit or approve sales or deliveries of goods to the Applicant or to its order based on credit. I am authorized to execute applications and other documents required to establish commercial accounts on behalf of the Applicant. I have read, understood, and agree to the terms stated. I hereby give Seller, permission to contact the above references, obtain credit reports from a credit reporting agency or any other source from time to time for the purpose of determining our credit worthiness. By signing below, I also certify I have been given access to, and have read, PRS's credit policies. Applicant hereby acknowledges and agrees to the continuing obligation to notify PRS promptly upon the occurrence of any changes in the information provided in this application if credit has been extended to it or its application for credit is still pending..

Name _____

Title _____

Authorized Signature _____ Date _____

PERSONAL GUARANTY

In consideration of the Seller extending credit to the Applicant, the Guarantor(s) hereby personally, absolutely and unconditionally guarantee(s) the payment of any monetary obligation of the Applicant to the Seller, according to its terms and to the same extent as if Guarantor were the maker of this Agreement and the primary obligor for Applicant's financial obligations. The Guarantor(s) jointly and severally agree to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant, if the Applicant fails to pay such amount. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for the indebtedness of the Applicant. Guarantor hereby waives all demand and all notices, including, as applicable, notice of breach, notice of nonpayment, notice of intention to accelerate maturity, notice of acceleration of maturity, presentment for payment, protest, notice of protest, suit, and diligence. Guarantor also waives any notice of and defense based on the extension of time of payment or change in methods of payment. Guarantor consents to all renewals, extensions, and other adjustments in the manner of payment of the monetary obligations in this Agreement. This is a guaranty of payment and performance, not of collection, and is an agreement of guaranty, not of suretyship. Guarantor waives all requirements of law, if any, to require that any collection efforts be made against Applicant or that any action be brought against applicant before resorting to this guaranty. The Guarantor(s) hereby authorize(s) the Seller to obtain and use consumer credit reports on the Guarantor(s), from time to time, for the sole purpose of evaluating credit worthiness in connection with the extension of credit contemplated by this application.

Guarantor Name _____ Signature _____

SSN _____ Date _____

Guarantor Name _____ Signature _____

SSN _____ Date _____

ACCEPTANCE AND APPROVAL BY PIONEER ROOF SYSTEMS:

BY: _____

_____ Date

For Over the Top Systems, Ltd.
D.B.A. Pioneer Roof Systems