

APPLICATION FOR CREDIT

Date: _____

Please complete all sections, sign page 4, and FAX to (864) 281-3367.

A. Applicant Information _____

Business Legal Name: _____ Date Established: _____

DBA (if applicable): _____

Address: _____ City: _____ State: _____ ZIP Code: _____

County: _____ Phone: _____ Fax: _____

FED ID #: _____ Tax Exempt: Yes: _____ No: _____ (If tax exempt, must provide copy of Tax Exempt Certificate)

B. Business Structure _____

Corporation: _____ Partnership: _____ Sole Proprietorship: _____ Purchase Order Required: Yes: _____ No: _____

If Incorporated: Date: _____ State: _____ Annual Sales: _____

If a Parent Company Exists: Division: _____ Subsidiary: _____ Number of Locations: _____

Name of Parent Company: _____ Number of Employees: _____

Address: _____ City: _____ State: _____ ZIP Code: _____

C. Owners/Officers _____

Primary Contact Name: _____ Title: _____

Email of Primary Contact: _____ Phone #: _____

Additional Contact Name: _____ Title: _____

Email of Additional Contact: _____ Phone #: _____

Additional Contact Name: _____ Title: _____

Email of Additional Contact: _____ Phone #: _____

D. Bank Information _____

By signing this agreement, we authorize our bank to release information to this prospective supplier for the purpose of obtaining credit.

Bank Name: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ ZIP Code: _____

Contact Name: _____ Email: _____

Accounts: Checking: _____ Savings: _____ Loan: _____ If Loan, Approximate Balance: _____

E. Trade References

1) Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ ZIP Code: _____
Contact Name: _____ Email: _____

2) Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ ZIP Code: _____
Contact Name: _____ Email: _____

3) Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ State: _____ ZIP Code: _____
Contact Name: _____ Email: _____

F. Additional Information

Have any of the principals or business listed above filed for bankruptcy? Yes: _____ No: _____ If yes, when? _____

Have any of the principals or business had a judgment against them? Yes: _____ No: _____ If yes, when? _____

Who in your organization is the purchasing agent? Name: _____ Phone: _____

Email for Purchasing Agent: _____

Is your business a member of a buying group? If so, Group Name: _____

Accounts Payable Contact Name: _____ Email: _____

E-mail Address for Invoicing: _____ A/P Phone: _____

Do you accept invoices via EDI? Yes: _____ No: _____

Will you make payments via electronic transfer (i.e. ACH or wire transfer)? Yes: _____ No: _____

Terms and Conditions

All sales of goods by Cameron Ashley Building Products, Inc. and its subsidiaries (as identified in subsequent invoices or purchase orders) (collectively, "Vendor") to the Applicant identified on page 1 of 4 submitting this Application for Credit ("Customer") are subject to the terms and conditions of this Application/Agreement. This Application/Agreement is conditioned upon Vendor's approval of the Customer for credit.

1. Terms. Customer may submit orders to Vendor orally, electronically (via EDI) or in writing at prices quoted by Vendor. Vendor may accept or reject any order. All sales by Vendor to Customer are subject to the terms and conditions set forth on this form. A binding sale contract will arise only when Vendor confirms the customer's order in writing or begins execution of the customer's order, as price quotations or other communications from Vendor do not constitute offers. Vendor reserves the right to discontinue the manufacture or sale of any product at any time. The terms of this Application/Agreement may only be altered with specific written consent from a corporate officer of Vendor addressed to Customer.

2. Delivery and Quantity. Information about delivery periods is indicative and non-binding unless a written confirmation from Vendor expressly states the contrary. Vendor shall use commercially reasonable efforts to meet such shipping dates, but Vendor will not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. For deliveries by Vendor's trucks, Customer shall provide suitable roadways or approaches to points of delivery to the extent controlled by Customer. Partial deliveries are permitted.

3. Payment and Credit; Expenses; Rebates. Customer shall pay for all goods ordered on its behalf and received by Customer per the terms printed on the invoice or confirmation submitted by Vendor. Vendor may establish the credit terms for Customer, and may change those terms, create or change credit limits, or cease extending credit from time to time in its sole discretion. Customer shall pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by Vendor, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by Vendor as a result of special actions or requests by Customer. Vendor's then-standard service charge will be applied to each returned check. Customer shall pay all invoices regardless of any dispute that may exist as to delivered or undelivered goods, subject to a credit to Customer's account in the event Customer's dispute is upheld. Customer shall not otherwise withhold, offset, or debit any amounts owed to Customer by Vendor. Failure to pay an invoice by the due date may result in forfeiture of any rebate extended to Customer by Vendor, at Vendor's sole discretion.

4. Late Payments; Consequences and Cost of Enforcement. If the Customer (i) fails to make a payment when due, (ii) becomes insolvent, (iii) undergoes a change in ownership, (iv) files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within 75 days, (v) has a receiver appointed over all or any of its assets, or (vi) takes any other action that Vendor determines in its sole discretion adversely impacts the conditions under which credit was extended, then Customer is in material breach of the contract and: (a) all amounts outstanding to all Vendor companies will become due immediately; (b) Vendor has the right to cancel any pending orders; and (c) Customer shall pay a finance charge on all amounts outstanding at a rate equal to amount currently charged by the applicable Vendor company, not to exceed the lesser of 2% per month or the highest rate permitted by applicable law, all without prejudice to any other rights Vendor may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to Vendor, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. In the event of a default Vendor may, in its sole discretion, apply any payments made first to attorney's fees and any costs/expenses, then to any accrued and unpaid interest, and then to any remaining balance due and owing under the respective outstanding invoices.

5. Risk of Loss. The rights and obligations of Vendor and Customer respectively with respect to shipment and delivery, risk of loss or damage and insurance (collectively, "Delivery Terms") shall be determined by reference to Incoterms 2010. In the event that: (a) Products are picked up by Customer at Vendor's warehouse, Delivery Terms shall be Ex Works Vendor's Warehouse; (b) Products are shipped by Vendor to Customer by Vendor's own trucks, Delivery Terms shall be Delivered Duty Paid Customer's Address or Delivery Duty Paid Address Directed by Customer, as applicable; (c) Products are shipped by Vendor to Customer by commercial carrier, whether selected by Vendor or Customer, Delivery Terms shall be Free Carrier Vendor's Warehouse; and (d) Products are drop shipped by Vendor's supplier to Customer, Delivery Terms shall be Free Carrier Supplier's Address.

6. Limits on Warranties and Damages. Vendor warrants that the goods will be as described on the written order confirmation (or, if there is no written order confirmation, on the invoice). Vendor hereby assigns to Customer any assignable or transferable manufacturers' warranties provided by the manufacturer of goods sold but not manufactured by Vendor, if any, applicable to its purchases. Vendor does not give any warranty with respect to goods manufactured by others. The warranties applicable to products manufactured by Vendor are printed on the product packaging or on printed forms provided to the Customer. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED; THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND NO WARRANTIES OF MERCHANTABILITY.** Customer will be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from Vendor or the manufacturer, if any, in relation to any goods. Vendor will not be liable for damage caused to third parties, or for consequential or indirect loss. Vendor's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at Vendor's sole option; Vendor will not be liable for labor costs or for consequential damages under any circumstances, regardless of whether those damages were foreseeable. Nothing in this paragraph excludes or restricts liability for death or personal injury to the extent proximately caused by Vendor's gross negligence or intentional misconduct.

7. Deadlines for Inspection, Claims and Returns. Customer shall promptly check each delivery, and shall note in writing on the bill of lading any discrepancies between the delivery and the bill of lading, and shall sign the note and have the driver sign the note, before the driver leaves Customer's premises; otherwise Vendor will not give credit for any discrepancies. Customer shall inspect all goods purchased and notify Vendor in writing of any claimed defect or non-conformity, other than latent or hidden defects, by the end of the fifth business day after the day of delivery. In the absence of such notice, Customer will be deemed to have accepted the products as delivered, and Vendor shall have no liability whatsoever. Customer shall retain goods damaged in transit and defective goods for inspection by Vendor for two weeks after notifying Vendor of the damage or defect, or longer if so requested by Vendor, and shall return such goods to Vendor at Vendor's request and expense. Vendor will have no liability whatsoever for any defect or non-conformity for which it is not notified, or if the relevant goods are not made available for inspection in the manner required by this paragraph. Products may only be returned with the prior written approval of an authorized Vendor representative, and subject to Vendor's return policies, including handling charges.

8. Waivers and Unforeseen Events (Force Majeure). A waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. Vendor shall not be responsible for delays or other failures to perform caused by terrorism, riots, wars, strikes, lockouts or other labor trouble, fire, flood or other casualty, natural disasters or acts of God, shortage of materials, unavailability of transportation, failure of computer systems, destruction or loss of electronic records, plant shutdown or other causes beyond Vendor's control. Such events do not excuse Buyer's payment obligations.

9. Purchase Money Security Interest. As collateral security for the payment of the purchase price of the goods, the Customer hereby grants to Vendor, a lien on and security interest in and to all of the right, title, and interest of the Customer to the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted constitutes a purchase money security interest under the Uniform Commercial Code and analogous state law.

10. Governing Law and Litigation. The validity, construction and performance of this application and performance of each contract to which these Terms and Conditions apply is governed by South Carolina law (applied without regard to South Carolina conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts for Greenville County, South Carolina to hear any disputes relating to transactions between the parties, or each contract to which these Terms and Conditions apply, without prejudice to Vendor's right to bring litigation in the courts of Customer's location. **VENDOR AND THE CUSTOMER VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS APPLICATION AND EACH CONTRACT TO WHICH THESE TERMS AND CONDITIONS APPLY.**

11. Anticorruption. Customer shall comply with all applicable anti-bribery laws of the USA (including the Foreign Corrupt Practices Act) or other country. If Vendor determines reasonably and in good faith that there may be a breach of any of these laws, Vendor has the right to take any action necessary to avoid potential liability to Vendor.

12. Export Control Regulations. All goods of Vendor are subject to the export control laws of the USA and Customer shall not divert or resell the goods contrary to such laws.

13. Indemnification. Customer shall indemnify, defend and hold Vendor harmless from all claims, damages and expenses (including attorneys' fees) arising out of Customer's (a) breach of this Application/Agreement, (b) possession, use, handling, storage, sale, processing or any disposition of the goods, and (c) errors, omissions, negligence or other wrongful conduct of Customer and its customers, users, agents or subcontractors. In any matter to which this paragraph applies, Vendor shall have the right to select and retain counsel of its own choosing, all at Customer's expense, and to participate in the defense.

14. Miscellaneous. Customer will pay all sales, use, excise and other taxes, due with respect to sales by Vendor. Customer may not assign any order or contract without Vendor's written consent. If any term or condition of this Application/Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect. This Application/Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties, but Customer shall not assign or otherwise transfer this Application/Agreement without the express written consent of Vendor. Any attempted assignment or transfer without the required consent of Vendor, including a change in control of Customer, will result in a material breach, subject to the terms of paragraph 4. This Application/Agreement is not a requirement contract, and nothing herein requires Customer to purchase from Vendor, nor Vendor to sell to Customer. To the extent Vendor and Customer currently have a written agreement as to the terms/conditions of sale, this Application/Agreement shall supersede and control to the extent the provisions of this Application/Agreement conflict with or were not included in any previous written agreement(s).

BY SIGNING THIS APPLICATION/AGREEMENT, CUSTOMER AGREES TO ALL OF THE PROVISIONS OF ALL PAGES, AND REPRESENTS AND WARRANTS TO VENDOR THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE FORM (INCLUDING THE DISCLAIMER OF WARRANTIES) AND HAS BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE IN CONNECTION HERewith AND THAT EACH INDIVIDUAL SIGNING THIS APPLICATION/AGREEMENT HAS FULL AUTHORITY TO DO SO. CUSTOMER ALSO HEREBY CERTIFIES THAT ALL STATEMENTS MADE BY IT IN THIS APPLICATION/AGREEMENT ARE TRUE AND CORRECT AND MADE FOR THE PURPOSE OF OBTAINING CREDIT. CUSTOMER UNDERSTANDS THAT ALL INFORMATION PROVIDED BY IT IN THIS APPLICATION IS OPEN TO INVESTIGATION BY VENDOR. CUSTOMER ALSO AUTHORIZES THE BANK, CREDIT, AND TRADE REFERENCES IT HAS LISTED TO RELEASE INFORMATION TO VENDOR FOR THE PURPOSE OF CUSTOMER OBTAINING CREDIT.

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

Printed or Typed Name: _____

Printed or Typed Name: _____

Title: _____

Title: _____

CONTINUING PERSONAL GUARANTY

As an inducement to Vendor (the promisee) to grant credit, or assume a credit risk, from time to time, in respect of sales of goods, supplies or services made by Vendor to Customer (the debtor), or in respect of any other type of transaction by which Vendor may become the creditor of the Customer, the undersigned, hereinafter referred to as "Guarantors," (the promisors) do jointly, severally and unconditionally (and in the case of married individuals, as a community obligation) guarantee and promise to promptly pay when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of the Customer or loss of contribution from any co-guarantor, or any other defense, the full amount of all obligations or indebtedness due to Vendor from the Customer, including interest or late payment charges, whether originating in transactions between Vendor and the Customer, or assigned to Vendor, together with all expenses of collection and/or reasonable attorneys' fees (in-house or otherwise) incurred by Vendor by reason of the default of the Customer or the enforcement of this guaranty by Vendor (the debt). This is a continuing guaranty, and shall be revocable only as to transactions entered into by Vendor and Customer ten (10) days subsequent to the receipt by one of Vendor's officers of notice of termination sent by the Guarantors by registered or certified mail. The Guarantors (i) waive notice of all defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes, and (ii) consent to and waive notice of all extensions, modifications, including increases or decreases to Customer's credit line, alterations or assignments of the indebtedness of the Customer, none of which shall in any manner release or discharge Guarantors. The Guarantors hereby waive: the defense of the statute of limitations in any action hereunder or for the collection of the indebtedness or the performance of any obligation hereby guaranteed; any defense that may arise by reason of the incapacity, lack of authority, death or disability of Guarantors or any other person or entity, or the failure of Vendor to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of Customer or any other person or entity; any defense based upon an election of remedies by Vendor which destroys or otherwise impairs any subrogation rights of Guarantors or the right of Guarantors to proceed against Customer for reimbursement, or both; any defense based upon failure of Vendor to commence an action against Customer; any duty on the part of Vendor to disclose to Guarantors any facts it may now or hereafter know regarding Customer; acceptance or notice of acceptance of this Guaranty by Vendor; any defense based on increase in risk or on lack of due diligence by Vendor in collection, protection or realization upon any collateral securing the indebtedness; and any other legal or equitable defenses whatsoever to which Guarantors might otherwise be entitled. The obligation of the Guarantors is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to Vendor. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by Vendor, and shall be effective regardless of the solvency or insolvency of the Customer at any time, or the subsequent incorporation, reorganization, merger, or consolidation of the Customer or any other change in the composition, nature, personnel, or location of the Customer. This guaranty shall for all purposes be deemed to be made in, and shall be governed by, the laws of the State of South Carolina. This guaranty shall be binding upon the undersigned, their respective legal representatives, and assigns, and shall inure to Vendor's benefit and to the benefit of Vendor's successors and assigns. The Guarantors, recognizing that his or her individual credit history may be a factor in the evaluation of accepting this guaranty, hereby consents to and authorizes Vendor to obtain and use any and all information related to the credit evaluation process, including but not limited to, the Guarantors' consumer credit reports. The Guarantors agree to subordinate any indebtedness of the Customer to the Guarantors, to the indebtedness of the Customer to Vendor; any such indebtedness of the Guarantor shall, if Vendor shall so request, be held in trust by the Guarantors and be paid over to Vendor, but without reducing or affecting in any manner, the liability of the Guarantors under this Guaranty.

Guarantor Signature: _____

Guarantor Signature: _____

Printed or Typed Name: _____

Printed or Typed Name: _____

Home Address: _____

Home Address: _____