

# COMMERCIAL ROOFING SPECIALTIES. INC.

POST OFFICE BOX 48120 • ATLANTA, GEORGIA 30362 • (770) 458-0539 PHONE • (770) 458-4121 FAX



## Dear Valued Customer:

Thank you for your interest in a CRS, Inc. credit account. Please complete the enclosed CRS, Inc. credit application. Make sure all details are completed and the application for credit is signed and the personal guaranty is complete or there may be delays in processing your Credit Application. The application should be filled out completely and must include the following:

- Complete trade name, corporate name, address, telephone and fax numbers, Federal ID#, and name of person to contact for payment.
- Principal's name and title.
- Please identify other Principal's as permitted on the application, in the event that the D & B information for the company is not available for credit purposes.
- Vendor credit references (minimum of three).
- Bank reference (one) with phone number, account number, complete address and person to contact.
- The five (5) pages of our original application must be returned by U.S. mail, even if faxed to our office.
- Processing should be completed within ten business days from the date of receipt of this completed application.
- Sales Representative's Name

We will immediately begin the processing of your request and you will receive a written reply. Thank you again for your interest in our products and services and we look forward to a mutually beneficial relationship with your company.



## POLICY STATEMENT — “CREDIT AND COLLECTION”

### TERMS

1. Terms are as stated on each invoice.
2. Our “Credit Application” form must be completed, returned, and the originals on file as a condition to maintain an open account.
3. Discounts, if applicable, will be indicated on each invoice, along with the discount due date, and will be allowed if payment is received on or before the date shown. Discounts taken beyond the due date will be charged back to the account.
4. Past due invoices are subject to a finance charge of 1.5% (one and one-half percent) per month or 18% (eighteen percent) annually. The finance charges will be added to the unpaid balance, as indicated on our statement, and are due and payable upon receipt of the monthly statement.

### PAYMENTS

1. Each invoice is due in full on or before the twenty-fifth (25th) of the month following purchase, unless otherwise stated. A policy of using the U.S. Postal Service postmark will be adhered to, not the date of the check or office postage machine used, to determine prompt payment.
2. All payments will first be applied to open finance charges. The balance will be applied to the oldest open invoices, regardless of invoice number noted on the customer's check.

### PAST DUE ACCOUNTS

1. Upon the nonpayment when due of any invoice, Commercial Roofing Specialties, Inc (CRS) shall have the option to call due, and immediately payable, all then open invoices.
2. An account, which goes out of terms, may be placed on credit hold at CRS' discretion until the account is brought back within terms.
3. The undersigned, recognizing that it's credit history is a necessary factor in the evaluation of this application to extend credit, hereby consents to and authorizes the use of a consumer credit report on the undersigned by CRS, from time to time, as may be needed in the credit evaluation process, to include prior to the opening of credit and at any time, and from time to time after opening credit.
4. Attorney's fees and collection costs will be borne by the customer if his/her account must be placed for collection.

The customer below does hereby agree to all of the above policy statement for consideration and extension of credit by Commercial Roofing Specialties, Inc.

COMPANY NAME:

AUTHORIZED SIGNATURE:

TITLE:

WITNESSED BY:

DATE:

AUTHORIZATION FOR RELEASE OF BANKING INFORMATION

TO:

BANK NAME:
BANK ADDRESS:

ACCOUNT  
NUMBERS:


RE:

COMPANY NAME:
COMPANY ADDRESS:

I hereby authorize release of banking information to Commercial Roofing Specialties, Inc. for the sole purpose of establishing or updating my account with Commercial Roofing Specialties, Inc.

Sincerely,

NAME:

DATE:

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## GUARANTY APPLICATION

**GUARANTOR NAME:**

**SPOUSE:**

SOCIAL SECURITY NO:	
BUSINESS PRINCIPAL:	
HOME ADDRESS:	Rent    Own
HOME PHONE:	COUNTY:
TITLED IN NAME OF:	
LENDER:	BALANCE:

**EMPLOYMENT**

GUARANTOR:	SPOUSE:
COMPANY NAME:	
COMPANY ADDRESS:	
TELEPHONE NO.:	
POSITION:	
SALARY:    ___/WK    ___/MTH    ___/YR    ___/WK    ___/MTH    ___/YR	

**BANK REFERENCES (List Every Bank at Which Guarantor or Guarantor's Spouse has an account)**

BANK NAME:	CONTACT:	
ADDRESS:		
TELEPHONE:		
NAME(S) ON ACCOUNT:		
TYPE OF ACCT:	ACCOUNT #:	APPROXIMATE BALANCE:

BANK NAME:	CONTACT:	
ADDRESS:		
TELEPHONE:		
NAME(S) ON ACCOUNT:		
TYPE OF ACCT:	ACCOUNT#:	APPROXIMATE BALANCE:

BANK NAME:	CONTACT:	
ADDRESS:		
TELEPHONE:		
NAME(S) ON ACCOUNT:		
TYPE OF ACCT:	ACCOUNT#:	APPROXIMATE BALANCE:

BANK NAME:	CONTACT:	
ADDRESS:		
TELEPHONE:		
NAME(S) ON ACCOUNT:		
TYPE OF ACCT:	ACCOUNT#:	APPROXIMATE BALANCE:

**Continued**

GUARANTY APPLICATION (CONTINUED)

PROPERTY OWNERSHIP: REAL PROPERTY (Guarantor or Spouse)

ADDRESS:	
COUNTY:	
TITLED IN NAME OF:	
LENDER:	BALANCE:

ADDRESS:	
COUNTY:	
TITLED IN NAME OF:	
LENDER:	BALANCE:

PROPERTY OWNERSHIP: PERSONAL PROPERTY (Boats or Vehicles /Guarantor or Spouse)

TITLED IN NAME OF:	
MAKE AND MODEL:	
VEHICLE ID NO.:	TAG NUMBER:
LENDER:	BALANCE:

TITLED IN NAME OF:	
MAKE AND MODEL:	
VEHICLE ID NO.:	TAG NUMBER:
LENDER:	BALANCE:

FINANCIAL STATEMENT: <input type="checkbox"/> ATTACHED <input type="checkbox"/> WILL FOLLOW
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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Continued

## GUARANTY

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter sometimes individually called "Guarantor" does hereby jointly and severally unconditionally guarantee full and prompt payment when due of all loans or other debts, and prompt and timely performance of all obligations, of

\_\_\_\_\_  
LEGAL COMPANY NAME

(hereinafter sometimes called "Debtor") to COMMERCIAL ROOFING SPECIALTIES, INC., a Georgia Corporation (hereinafter sometimes called "CRS"), however and whenever incurred, agreed to, or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, either existing or to be created, including but not limited to all Agreements, Notes, Deed to Secure Debt and Security Agreements executed now and hereafter by Debtor, whether or not there are other parties to such Agreements, Notes, Deeds to Secure Debt, and Security Agreements or other obligations, (all of which are hereinafter sometimes called "Liabilities"), and each Guarantor further agrees to pay all expenses (including attorneys' fees of fifteen percent (15%) of any principal and interest due) paid or incurred by CRS in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Guaranty. For purposes of this Guaranty, Liabilities shall include all obligations of Debtor to CRS, notwithstanding any right or power of the Debtor or anyone else to assert any claim or defense, as to the invalidity or unenforceability of such obligation, and no such claim or defense shall impair or affect the obligations of the undersigned hereunder.

In the event of the dissolution or insolvency (as defined in the Uniform Commercial Code as adopted in Georgia) of Debtor, or if Debtor shall fail to promptly perform any agreement or covenant contained in any of the Liabilities, or if a petition in bankruptcy be filed by or against Debtor, or if a receiver be appointed for any part of the property or assets of Debtor, or if any judgment be entered against Debtor, or if CRS shall feel insecure with respect to Liabilities, the Guarantors agree to pay to CRS promptly upon demand, the full amount which would be payable hereunder by the Guarantors if all Liabilities were then due and payable.

This Guaranty shall be continuing, absolute and unconditional and shall remain in full force and effect as to each Guarantor, subject to discontinuance of this Guaranty as to any Guarantor (including, without limitation, any of the Guarantors who shall become deceased, incompetent or dissolved) only as follows:

Any Guarantor, and any person duly authorized and acting on behalf of any Guarantor, may give written notice to CRS of discontinuance of this Guaranty as to the Guarantor by whom or on whose behalf such notice is given, but no such notice shall be effective in any respect until it is actually received by CRS and no such notice shall affect or impair the obligations hereunder of the Guarantor by whom or on whose behalf such notice is given with respect to any Liabilities existing at the date of receipt of such notice by CRS, or as to any interest thereon (whether then or thereafter accrued) or to any expenses paid or incurred by CRS in endeavoring to collect such Liabilities, or any part thereof, and in enforcing this Guaranty against such Guarantor. Any such notice of discontinuance by or on behalf of any Guarantor shall not affect or impair the obligations hereunder of any other of the Guarantors.

CRS may in its sole discretion' from time to time, without notice to the Guarantors, or any of them, (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary liability of any party or parties, in addition to the Guarantors, with respect to any of the Liabilities; (c) extend or renew for any period (whether nor not longer than the original period), or alter or exchange any of the Liabilities; (d) release or compromise any of the Liabilities or part thereof, of any of the Guarantors, or any liability or responsibility of any other party or parties primarily or secondarily liable or responsible on any of the Liabilities; (e) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property; (f) resort to, or proceed against, any collateral securing any of the Liabilities without affecting its security interest retained in any other collateral; and (g) resort to the Guarantors, or any of them, for payment or performance, or both, of any of the Liabilities, whether or not CRS shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of the Guarantors or any other party primarily or secondarily liable on any of the Liabilities.

Any amounts received by CRS from Debtor or the Guarantors may, at CRS' option, be applied first to indebtedness not guaranteed hereby (if there be any) whether such amounts are received before or after notice of revocation of this Guaranty. The Guarantors hereby specifically agree not to assert that the Guarantors or any of them were the source of any payment or performance in connection with any of the Liabilities unless CRS shall have so agreed in writing before such payment or performance and, unless there be such agreement by CRS in writing, no payment or performance hereunder shall operate to reduce or otherwise alter the Guarantors' obligations, duties and responsibilities hereunder.

The Guarantors hereby expressly waive: (a) notice of acceptance of this Guaranty; (b) notice of the existence or creation of all or any of the Liabilities; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (d) all diligence in collection or protection of or realization upon the Liabilities or any thereof, and obligation hereunder, or any security for any of the foregoing; and (e) the right to require CRS to take action against the Debtor pursuant to Section 10-7-24 of the Official Code of Georgia Annotated, as that Section may be from time to time amended or otherwise revised or such other applicable law as may in the future be adopted in lieu of said Section. The Guarantors hereby expressly waive any and all rights to set-off, re-coup, or counterclaim any claim or demand against Debtor, and subordinate to CRS all debts or obligations now or hereafter owing by Debtor to all or any of the Guarantors.

CRS may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every immediate and successive assignee, transferee or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, power and benefits, but CRS shall have an unimpaired right, prior and superior to that of an such assignee, transferee or holder, to enforce this Guaranty for the benefit of CRS, as to so much of the Liabilities as it has not sold, assigned or transferred.

CONTINUED

**GUARANTY (CONTINUED)**

No delay or failure on the part of CRS in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CRS of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of CRS permitted hereunder or by law shall in any way impair or affect this Guaranty. For the purposes of this Guaranty, Liabilities shall include all obligations of Debtor to CRS, notwithstanding any right or power of Debtor or anyone else to assert any claim or defense as to the invalidity or unenforceability of such obligation, and no such claim or defense shall impair or affect the obligations of the Guarantors hereunder.

This Guaranty shall be binding upon the Guarantors, jointly and severally, and upon all the heirs, legal representatives, successors and assigns of the Guarantors.

Suit may be filed against any one or more of the Guarantors without joining the Debtor, or any other person liable or responsible on any of the Liabilities, or any of the other Guarantors. All of said parties may be sued together or any of them may be sued separately without first or contemporaneously suing any other person or entity, including the Debtor, or otherwise seeking or proceeding to collect from any of them.

This Guaranty shall not be affected by any change in the form of the Liabilities (by note or otherwise) or by any extension or renewal thereof, or any other indulgence given. The liability hereunder shall not be affected or impaired by the acceptance by CRS of any security for, or additional parties or other guarantors upon, any of said indebtedness or Liabilities or by any failure, neglect or omission on the part of CRS to realize upon or protest any of said indebtedness or Liabilities, or any security therefor, or to exercise any remedies it may have.

The Guarantors waive and renounce for themselves and for their respective families, as against the Liabilities and the obligations of the Guarantors hereunder, any and all homestead and exemption rights under the Constitution or Laws of Georgia or any other State of the United States, whether known or unknown, pretended or actual.

This Guaranty shall be governed by the laws of the State of Georgia. Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by, or invalid under, such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

**The undersigned potential personal guarantor, recognizing that his or her individual credit history is a necessary factor in the evaluation of the credit application with CRS by his or her principal, hereby consents to and authorizes the use of a consumer credit report on the undersigned by CRS, from time to time as CRS may determine is needed in the credit evaluation process, to include prior to extending credit and subsequent to such extension.**

**IN WITNESS WHEREOF, each of the Guarantors has hereunto set their respective hand and affixed his seal and delivered this Guaranty this:**

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**GUARANTOR(S) SIGNATURE:** \_\_\_\_\_

**GUARANTOR(S) PRINTED NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

**WITNESS PRINTED NAME:** \_\_\_\_\_

**WITNESS ADDRESS** \_\_\_\_\_  
\_\_\_\_\_