



FOR OFFICE USE ONLY

RECEIVED DATE: _____
APPROVED: YES ___ NO ___ DATE: _____
ACCT#: _____ LOCATION: _____
STARTING CREDIT LIMIT: _____
SALES PERSON: _____

COMMERCIAL ACCOUNT APPLICATION

Mail completed original application to: BFS Operations LLC dba TW Perry Email: credit@twperry.com
Attn: CREDIT DEPARTMENT Fax: 240-403-2233
8101 Snouffer School Road
Gaithersburg, MD 20879

NAME OF ACCOUNT: _____
STREET: _____ CITY: _____ STATE: _____ ZIP: _____
BUSINESS PHONE: _____ EMAIL: _____
SPOUSE'S NAME (If Individual or Sole Proprietorship): _____
BUSINESS TYPE: REMODELER ___ HOME BUILDER ___ DECK BUILDER ___ OTHER _____
LEGAL ENTITY: SOLE PROPRIETORSHIP ___ PARTNERSHIP ___ CORPORATION ___ GOVERNMENT AGENCY ___
LENGTH OF TIME IN BUSINESS: _____ INCORPORATED IN THE STATE OF: _____
FEDERAL IDENTIFICATION NUMBER: _____ STATE LICENSE OR MHIC NUMBER: _____
TAX STATUS: TAXABLE ___ STATE: _____ TAX EXEMPT ___ (Attach copy of certificate)
REQUESTED CREDIT LIMIT: _____ SALES PERSON (IF ANY): _____ DATE: _____

Actual credit limits will be determined by TW Perry initially and in the future at its sole discretion.

PRINCIPALS OF CORPORATION/PARTNERSHIP

NAME: _____ SS#: _____
ADDRESS: _____ PHONE#: _____
NAME: _____ SS#: _____
ADDRESS: _____ PHONE#: _____

AUTHORIZED PURCHASERS

NAME: _____ TITLE: _____
NAME: _____ TITLE: _____
NAME: _____ TITLE: _____
NAME: _____ TITLE: _____
NAME: _____ TITLE: _____

IS A P.O. OR P.O. NUMBER REQUIRED WHEN PLACING AN ORDER: _____

BANK REFERENCE

BANK: _____ ACCOUNT#: _____
CONTACT PERSON: _____ PHONE#: _____

TRADE REFERENCES

NAME: _____ ACCOUNT#: _____
ADDRESS: _____ PHONE#: _____
NAME: _____ ACCOUNT#: _____
ADDRESS: _____ PHONE#: _____
NAME: _____ ACCOUNT#: _____
ADDRESS: _____ PHONE#: _____

**CREDIT APPLICATION WILL NOT BE PROCESSED UNLESS SALE TERMS
AND PERSONAL GUARANTY ARE SIGNED BY THE PRINCIPALS**

COMMERCIAL ACCOUNT APPLICATION - Continued

Have any of the above parties and/or principals filed bankruptcy:

NO: YES:

If yes, provide Name of entity and when bankruptcy filed:

Chapter 7 Chapter 11 Chapter 13

What State was Bankruptcy filed? _____

Do you have any outstanding judgements and/or liens against you? YES: NO:

Do any of the above individuals or principals have any commercial/trade accounts that are past due:

YES: NO:

If YES, please provide an explanation. _____

How did you hear about TW Perry?

- Contractor referral/word of mouth/prior job
- Radio
- TW Perry store event
- TW Perry educational event
- Yelp/Google Review/Internet search
- Television advertisement
- TW Perry sales person
- TW Perry truck/jobsite
- Print advertisement
- Vendor/Manufacturer representative referral
- Association (please circle: NARI, AIA, MBIA, NVBIA)
- Other (please describe below)

THANK YOU for your feedback!

TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale shall control all sales of materials and services, including all sales of materials involving direct shipment. This Credit Application, defined herein as "Agreement" will be considered approved when BFS Operations LLC dba TW Perry ("TW Perry") or it's credit department gives notice of approval to Applicant by letter or monthly statement. TW Perry and any of its affiliates are collectively defined herein as "Seller". The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller.
 2. **SPECIAL ORDERS:** All orders placed for special order materials (i.e. those materials not kept in stock) are final and require a 50% deposit at time of order, with the balance due upon arrival at TW Perry. Once a special order is placed, Purchaser agrees to accept said materials and make full payment. Returns shall not be permitted on special order materials.
 3. **DELAY:** On all orders of materials, where the delivery date is delayed, Purchaser agrees to hold TW Perry harmless for any such delay and agrees to make payment in full for the materials.
 4. **INSPECTION:** All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt, and, any claim of shortage and/or damage must be made at time of delivery. Notwithstanding the foregoing, if purchaser and/or his agent or representative cannot examine and inspect material upon receipt, all claims must be made within one (1) business day of delivery. Claims made after the prescribed time period are waived.
 5. **DISPUTE:** Applicant agrees that all statements, invoices/charges/deliveries shall be considered correct unless any discrepancies are brought to Seller's attention by email to credit@twperry.com not later than the 15th day of the month following the first billing to Applicant.
 6. **RETURN POLICY:** In TW Perry's sole discretion, stock materials may be returned, if in good condition, and returns are subject to a 25% handling fee.
 7. **CONSEQUENTIAL/INCIDENTAL DAMAGES:** Purchaser agrees that its sole remedy for any claim arising out of the sale and/or use of materials purchased shall be the return of such materials for a refund of the price paid. Purchaser agrees that TW Perry shall not be liable for, and that no suit will be brought against TW Perry for, or shall include a demand against TW Perry for, consequential or incidental damages. Purchaser agrees that TW Perry shall not be liable for any manufacturer's defect or shipping damage. Purchaser further agrees to hold TW Perry harmless for any manufacturer's defect or shipping damage or any injury to person or property due to said defects or damage.
 8. **WARRANTIES:** TW Perry makes **NO WARRANTIES** express or implied including without limitation, **WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE**, and as such shall be not liable for any loss or damage directly or indirectly arising from the use of such materials. All materials are sold "AS IS" and "WITH ALL FAULTS". Any contradictory statement made by an employee of TW Perry shall have no effect or bearing, and the terms contained herein shall control.
 9. **TITLE:** Title for all goods and/or materials remains with TW Perry until paid for in full by the purchaser. Nothing in this section, however, should be deemed to prejudice TW Perry's rights to pursue mechanic's liens or other claims. If purchaser takes action under Title 11 of the United States Code, or any state insolvency law, Purchaser agrees to promptly return any materials not paid in full. Purchaser agrees to keep the materials fully insured until paid for in full. TW Perry reserves the right to pursue all remedies available under applicable law, notwithstanding any incorporation of the materials into a structure.
 10. **RISK OF LOSS:** The risk of loss of any materials shall pass to the Purchaser, as follows: if Purchaser takes possession of the materials at TW Perry's location, risk of loss passes at the time Purchaser takes possession; if the materials are delivered to Purchaser by common carrier, risk of loss passes at the time the materials are delivered to or picked-up by the carrier; if TW Perry delivers the materials, risk of loss passes at the time the materials are delivered to Purchaser at its place of business or any other place designated by the Purchaser for delivery, regardless whether the Purchaser or its employee or agent is present to receive the materials, or signs for the materials.
 11. **PAYMENT TERMS:** The regular billing date is the 1st day of each month with the entire outstanding balance due and payable by the 25th of the following month. Applicant is eligible for 1% "prompt pay" discount if payment is received by 10th day of the month. If PAYMENT IS NOT RECEIVED BY THE 26th DAY OF THE MONTH, THE ACCOUNT IS PAST DUE. Seller accepts all methods of payment including cash; credit card; debit card; certified funds; money order and check; however, **APPLICANT IS NOT ENTITLED TO TAKE THE PROMPT PAY DISCOUNT OFFERED BY SELLER IF PAYING WITH A CREDIT CARD. Check below if Purchaser elects for option to pay with credit card and declines 1% prompt pay discount.**
- Applicant will pay with credit card and decline 1% discount: _____
12. **FINANCE CHARGE:** In the event Applicant's account is past due, Applicant shall pay a FINANCE CHARGE of 2.0% per month (ANNUAL PERCENTAGE RATE: 24%) on the balance of Applicant's account during the billing period as described below. A minimum monthly FINANCE CHARGE of 50 CENTS will be charged any month in which the account balance is less than \$33.00. Finance charges will be imposed on purchases made on this account by applying the periodic rate shown above to the previous balance on the statement reduced by all payments and/or credits received during the month. Payments, credits or charges, received after the last day of the month, which is the closing date of your statement, will appear on Applicant's next statement.
 13. **CONTROLLING LAW:** This Agreement and Guaranty shall be governed by and construed in accordance with the laws of the State of Maryland, or, in TW Perry's discretion in any location where the materials were delivered or used. If any Applicant and/or Guarantor provides an e-mail; electronic and/or facsimile signature with respect to the Agreement and/or Guaranty, said e-mail; facsimile and/or electronic signature shall be as effective as an original signature.
 14. **CREDIT INQUIRIES:** TW Perry is authorized to make whatever credit inquiries, and to obtain consumer credit reports, it deems necessary at any time regarding Purchaser or any guarantor herein, or any other affiliated entity.
 15. **AMENDMENTS:** Applicant agrees that the Seller may change the finance charge rate and other terms of the Agreement so long as Applicant is given written notice. Applicant agrees that the Seller may change the credit limit or suspend further charge privileges without notice. This Agreement contains the full, final and exclusive statement of the Agreement between Applicant and Seller and no terms and conditions other than those stated herein, and no other writing or understanding in any way supporting to modify these terms and conditions shall be binding without Seller's written consent. Waiver by Seller of any terms or conditions of this Agreement or waiver of any breach thereof, shall not be construed as a waiver of any other terms, conditions, or breach.
 16. **CANCELLATION:** Applicant has the right to cancel this Agreement as it relates to future purchases. Cancellation must be in writing by an authorized person for Applicant.
 17. **AUTHORIZED SIGNATORY:** In the event purchaser is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon is an authorized signatory of that entity and is authorized to guarantee payment by that entity for all materials sold to that entity.

Purchaser acknowledges that he/she has read and agrees to all of the above Terms and Conditions of Sale, that the person signing these Terms is authorized by the Purchaser to do so, and that if there is any discrepancy between these Terms and the terms of sale found on any other document, these Terms shall control.

NAME (Please Print): _____ SIGNATURE*: _____ TITLE: _____

***TW PERRY DOES NOT ACCEPT ELECTRONIC OR STAMP SIGNATURES**

PERSONAL GUARANTY

GUARANTY given by the undersigned to **BFS Operations LLC dba TW Perry ("TW Perry")**, in order to induce it to extend credit to, or otherwise become the creditor of _____ . (Print Your Company Name, hereinafter referred to as "Purchaser")

I/we hereby unconditionally PERSONALLY GUARANTEE to TW Perry the prompt payment, when due, of every claim of TW Perry that may hereafter arise against the Purchase. I/we do also unconditionally PERSONALLY GUARANTEE payment of thirty three (33) percent attorney's fees in the event that the Purchaser's account or any matter related to the account or this Guaranty is referred to counsel, plus court costs, and interest at the rate of two (2) percent per month.

This is a continuing Guaranty and shall remain in full force until revoked by Guarantor by notice in writing to TW Perry, sent certified mail, return receipt requested. Such revocation shall be effective only as to claims of TW Perry that arise out of transactions entered into after TW Perry's receipt of said notice. This Guaranty is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of Guarantor. This Guaranty is independent of any other guaranty or rights that TW Perry may have with respect to the Purchaser. This Guaranty shall survive, and shall be enforceable, even in the event that the Purchaser incorporates, becomes a limited liability company or other legal entity, changes its name, merges with another entity, or otherwise changes the form of its business.

The Guarantors hereby waive their homestead exemptions as well as all requirements or rights with regard to notice, demand, presentation, or protest in the event of non-payment or other default by the Purchaser. The Guarantors agree that the proper jurisdiction and venue for any disputes between the parties shall be in the State of Maryland, or, in TW Perry's discretion, in any location where TW Perry's materials were delivered or used.

NAME (Please Print): _____ SIGNATURE*: _____ DATE: _____

NAME (Please Print): _____ SIGNATURE*: _____ DATE: _____

***TW PERRY DOES NOT ACCEPT ELECTRONIC OR STAMP SIGNATURES**

AUTHORIZATION FOR PERSONAL CREDIT REPORT

The Guarantor(s) who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relation with TW Perry, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by TW Perry as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship..

NAME (Please Print): _____ SIGNATURE*: _____ DATE: _____

NAME (Please Print): _____ SIGNATURE*: _____ DATE: _____

***TW PERRY DOES NOT ACCEPT ELECTRONIC OR STAMP SIGNATURES**

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.