



**Amerimax**  
BUILDING PRODUCTS, INC.

5208 Tennyson Parkway, Suite 100, Plano, Texas 75024

# Credit Agreement

As consideration for the advancement of credit, we the undersigned individually, jointly and severally agree as follows:

1. In the event Buyer does not pay the amount due pursuant to the terms of the agreement between Buyer and Seller, Buyer agrees to pay a delinquent interest charge of 1-1/2% per month on the unpaid balance or the highest rate permitted by law, whichever is lower.
2. Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained on this Credit Agreement is false or misleading, or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel all orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full.
3. To pay all costs and attorney's fees incurred by Seller in relation to the interpretation, construction or enforcement of any or all of our obligations under this Credit Agreement or Personal Guarantee, whether or not suit is filed.
4. Venue and Jurisdiction: For any suits or other action with respect to this Credit Agreement or Personal Guarantee, including enforcement or interpretation, venue and jurisdiction shall be in Collin County, Texas, and in all such matters the laws of the state of Texas shall apply.
5. That we warrant and represent to Seller, that we are solvent and able to pay our obligations as they become due, that we will notify Seller immediately if any become insolvent, and that Seller can rely on this continuing representation of solvency in shipping products to Buyer.
6. That Seller may use this Agreement with any financial institution **OR CREDIT REPORTING AGENCY** for the purpose of obtaining all personal and business financial information of any kind or nature.
7. That Seller is hereby granted and shall retain a security interest in and to any and all goods and materials and proceeds thereof including, but not limited to, accounts receivable notes, and choices in action relating to goods sold to Buyer in all indebtedness to Seller is paid in full, and until such time Seller shall have all rights of a secured party.
8. To the extent any terms on a purchase order executed by Buyer are inconsistent with these terms, these terms shall take precedence. Any modification must be consented to by Seller and Buyer in writing.

Signature:   x  

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Individually, Officer, Partner or other Authorized Representative

## ***PERSONAL GUARANTEE***

In consideration of the extension of credit by Amerimax Building Products, Inc. (Seller) to Applicant, the undersigned does jointly and severally personally Guarantee to pay and be responsible for payment (and not merely collection) of all sums, balances and accounts due Seller, including interest, collection charges and/or attorneys fees. This shall be an open and continuing Guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals, releases, modifications, or extensions granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from the Guarantor(s) to Seller. Any such revocation shall not in any manner affect Guarantor(s) liability as to any indebtedness existing prior thereto. Guarantor(s) waive notice of the acceptance of this Agreement, notice of default or non-payment and waive action required by any statute against the Applicant. No delay on Seller's part in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Applicant or any other person primarily or secondarily liable with the Applicant, shall operate as a waiver of any such right or in any manner prejudice Seller's rights against Guarantor(s). Guarantor(s) agrees that in the event of any default at any time by said Applicant, Seller shall be entitled to look to Guarantor(s) immediately for full payment without prior demand or notice. Guarantor(s) consent and agree to be bound by all the provisions of the Agreement, including without limitations paragraphs 1-8 above.

Signature:   x  

Signature:   x  

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## Credit Information

### Business Information

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

d/b/a: \_\_\_\_\_

Street Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Primary Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

Legal Structure: ☐ Corp. ☐ Partner. ☐ Sole Prop. ☐ LLC County: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Resale Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Years In Business: \_\_\_\_\_

### Officers, Owners, Partners

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

### Additional Contacts

Purchasing: \_\_\_\_\_

PO required? ☐ Y ☐ N

Accounts Payable: \_\_\_\_\_

### Trade References

Name: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### Bank Reference

Name: \_\_\_\_\_ Acct. No: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Requested Credit Line: \_\_\_\_\_ Comments: \_\_\_\_\_

**PLEASE ATTACH MOST RECENT AUDITED FINANCIAL STATEMENT**