



**Metal Building Supply**  
**19601 N Mt. Olive Road \* Gravette, Arkansas 72736**  
**Telephone: 800-467-0626 \* Credit Dept. Fax: 479-787-6168**  
**Sales Dept. Fax: 888-638-2580**

**CREDIT APPLICATION AND AGREEMENT**

Name/Company: \_\_\_\_\_ (hereafter, the "Applicant") Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ A/P Contact: \_\_\_\_\_  
 Invoice/Statement Delivery Preference: Mail Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Order verification preference: Email: \_\_\_\_\_ Fax: \_\_\_\_\_ PO Required? Yes No  
 Amount of Credit Requested: \_\_\_\_\_ Estimated Annual Metal Sales: \_\_\_\_\_  
 Type of Business: Corporation Partnership Sole Proprietor LLC # of Years in Business: \_\_\_\_\_  
 Company Officer/Owner: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Company Officer/Owner: \_\_\_\_\_ SS#: \_\_\_\_\_  
 Have any of the Officers ever filed Bankruptcy? Yes No Any judgments filed or pending against applicant? Yes No  
 Sales Tax Exempt: **YES** Certificate #: \_\_\_\_\_ **Please attach copy of Sales Tax Exempt Certificate**  
**NO** Is business within city limits? Yes No County located in: \_\_\_\_\_  
 Federal Tax #: \_\_\_\_\_ State Formed/Incorporated: \_\_\_\_\_  
 Bank: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ DDA Acct: \_\_\_\_\_ Loan #: \_\_\_\_\_ Contact: \_\_\_\_\_

**TRADE REFERENCES:**

Company	Address	Phone	Fax	Contact
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The Applicant hereby authorizes Metal Building Supply, Inc. ("MBS") to investigate all references and customary credit information sources regarding the Applicant's credit and financial responsibility. The Applicant and MBS agree that the construction and interpretation of this Credit Application and Agreement ("Agreement"), as well as all disputes between MBS and the Applicant arising out of, or related to, this Agreement, shall be governed by the laws of the State of Arkansas, without resort to Arkansas's conflicts-of-laws rules/provisions. The Applicant and MBS agree that the Circuit Court of Benton County, Arkansas shall have personal jurisdiction over the Applicant and MBS for all disputes between the Applicant and MBS that arise out of, or relate to, this Agreement in any respect. The Applicant and MBS further agree that the Circuit Court of Benton County, Arkansas shall be the exclusive jurisdiction, venue, and forum for any and all disputes between the Applicant and MBS that arise out of, or relate to, this Agreement in any respect. **The Applicant and MBS agree that the Circuit Court of Benton County, Arkansas having exclusive jurisdiction and being the proper venue and forum is fair and reasonable and will in no way deprive either party of its day in court.** The Applicant and MBS agree that MBS's sale of goods to the Applicant constitutes a transaction that arises out of, and relates to, this Agreement. As such, any dispute related to the sale of goods by MBS to the Applicant arises out of, and relates to, this Agreement. **THE APPLICANT AND MBS HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS AGREEMENT.**

**All term sale invoices are due thirty (30) days following the date of invoice.** The Applicant agrees to pay MBS in accordance with the terms set forth in any and all invoices delivered/provided to the Applicant by MBS. If any invoice remains unpaid after 30 days of its due date, the Applicant agrees to pay a finance charge to MBS at the rate of one-percent (1%) per month. The Applicant will not be charged a finance charge on unpaid finance charges (in other words, simple interest, as opposed to

compound interest, will apply). The Applicant and MBS agree that MBS shall have the absolute right to refuse to extend credit to the Applicant at any time and for any reason. It is further agreed that this Agreement is entered into in the state of Arkansas.

Company/Applicant Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Company Owner/Officer

Title

Date

**PERSONAL GUARANTEE:** For valuable consideration, the receipt of which is acknowledged, including, but not limited to, the extension of credit by Metal Building Supply, Inc. (hereafter, the "Obligee") to the Applicant, the undersigned (each, a "Guarantor"), jointly and severally, unconditionally and absolutely guarantees to Oblige, the full and prompt performance, including payment by the Applicant (hereafter, the "Obligor"), of all obligations which Obligor presently or hereafter may have to Oblige and payment when due of all sums presently or hereafter owing by Obligor to Oblige. In short, each Guarantor personally guarantees the payment of all sums owed by Obligor to Oblige, whether now existing or arising subsequent to the Guarantor(s)' execution of this document. Each Guarantor agrees to indemnify Oblige against any losses Oblige may sustain or incur as a result of any failure to perform by Obligor, including, but not limited to, reasonable attorneys' fees and costs and all costs or other expenses incurred in collection of any indebtedness of Obligor or in the enforcement of this Personal Guaranty. Notice of acceptance is waived. Any Guarantor has the right to revoke this Personal Guaranty by delivering a written notice of revocation to the Oblige by certified mail, return receipt requested, to the address set forth above. In the event that any Guarantor revokes this Personal Guarantee, such Guarantor shall continue to be personally liable to Oblige for all amounts owed to Oblige by Obligor at the time the written revocation notice becomes effective (whether such debts are due or not). Further, a written notice of revocation shall not apply to any debts associated with the sale of goods by Oblige to Obligor that takes place prior to the effective date of the written notice of revocation. In short, the revocation of this Personal Guarantee only relieves such Guarantor from liability with regard to debts arising after the effective date of the written notice of revocation. The revocation by one Guarantor shall have no impact or effect on the liability of any other Guarantor. A written notice of revocation shall become effective thirty-one (31) days after a representative of the Oblige signs for the certified mail containing the written notice of revocation. Each Guarantor acknowledges that he/she is receiving a benefit from any extension of credit by the Oblige to the Obligor.

Each Guarantor and the Oblige agree that the construction and interpretation of Personal Guarantee, as well as all disputes between the Oblige and any Guarantor arising out of, or related to, the Agreement and/or this Personal Guarantee, shall be governed by the laws of the State of Arkansas, without resort to Arkansas's conflicts-of-laws rules/provisions. Each Guarantor and the Oblige agree that the Circuit Court of Benton County, Arkansas shall have personal jurisdiction over each Guarantor and the Oblige for all disputes between any Guarantor and the Oblige that arise out of, or relate to, the Agreement and/or this Personal Guarantee in any respect. Each Guarantor and the Oblige further agree that the Circuit Court of Benton County, Arkansas shall be the exclusive jurisdiction, venue, and forum for any and all disputes between any Guarantor and the Oblige that arise out of, or relate to, the Agreement and/or this Personal Guarantee in any respect. **Each Guarantor and the Oblige agree that the Circuit Court of Benton County, Arkansas having exclusive jurisdiction and being the proper venue and forum is fair and reasonable and will in no way deprive either party of its day in court.** Each Guarantor and the Oblige agree that the Oblige's sale of goods to the Obligor constitutes a transaction that arises out of, and relates to, the Agreement and this Personal Guarantee. As such, any dispute between the Oblige and any Guarantor related to or arising from, in any respect, the sale of goods by the Oblige to the Obligor shall be governed by the provisions set forth in this paragraph. **EACH GUARANTOR AND THE OBLIGEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS AGREEMENT.**

**GUARANTORS:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**METAL BUILDING SUPPLY, INC.**

By: \_\_\_\_\_

Position: \_\_\_\_\_

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