

Rocky Mountain Construction Wholesale, LLC

3265 S. Platte River Dr.
Englewood, Colorado 80110

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CREDIT APPLICATION



COMPANY INFORMATION

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ LENGTH OF TIME IN BUSINESS _____

CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

NAMES OF OWNERS, PARTNERS OR OFFICERS:

NAME _____ HOME ADDRESS _____

TITLE _____

HOME PHONE _____ CITY _____ STATE _____ ZIP _____

NAME _____ HOME ADDRESS _____

TITLE _____

HOME PHONE _____ CITY _____ STATE _____ ZIP _____

NAME _____ HOME ADDRESS _____

TITLE _____

HOME PHONE _____ CITY _____ STATE _____ ZIP _____

NATURE OF BUSINESS _____ RESALE # _____

NAME OF ACTIVE MANAGER _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

ESTIMATED MONTHLY CREDIT REQUIREMENTS _____

PURCHASE ORDER REQUIRED? YES _____ NO _____

IN ORDER TO PROPERLY EVALUATE YOUR CREDIT STANDING WE MUST REVIEW YOUR MOST RECENT SET OF FINANCIAL STATEMENTS. PLEASE INCLUDE A COPY WHEN YOU RETURN THIS APPLICATION TO US.

CREDIT REFERENCES

BANK _____ ACCOUNT NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE # _____

TRADE REF _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE # _____

TRADE REF _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE # _____

TRADE REF _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE # _____

TRADE REF _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____ PHONE # _____

ROCKY MOUNTAIN CONSTRUCTION WHOLESale, LLC, IS HEREBY AUTHORIZED TO CONTACT ANY AND ALL OF THE ABOVE LISTED CREDIT REFERENCES. THE ABOVE LISTED CREDIT REFERENCES ARE ALSO HEREBY AUTHORIZED TO RELEASE INFORMATION REGARDING OUR CREDIT TO ROCKY MOUNTAIN CONSTRUCTION WHOLESale, LLC.

NAME _____ TITLE _____

SIGNATURE _____ DATE _____

(NOTE SIGNATURE ALSO REQUIRED ON BACK)

ROCKY MOUNTAIN CONSTRUCTION WHOLESALE, LLC
TERMS AND CONDITIONS OF SALE

All orders are subject to the following terms and conditions of sale:

- i. DELAYS, SHORTAGES OR FAILURE IN DELIVERY/EXCUSE OF PERFORMANCE. All orders placed with Rocky Mountain Construction Wholesale, LLC (RMCW) are subject to delays, damages or failure in delivery caused by war, demands or requests of governmental authority, national defense, civil commotion, strike, labor trouble, fire, flood, accident, explosion, any other act of God, inability to obtain fuel, power, raw materials, action by federal, state or local environmental agencies or other causes beyond the reasonable control of RMCW.
2. ANY DISPUTE OR CLAIM concerning merchandise or billings must be made in writing within (5) five days after receipt of merchandise or billing.
3. DELIVERY to the first carrier in all cases shall constitute delivery to the Customer. RMCW is not liable for delays after delivery to carrier or for loss or damage to goods after acceptance by carrier. Claims against carrier must be filed by Customer. In event of increased freight cost, RMCW may at its option, increase its prices to reflect such additional freight costs, without advance notice, and effective upon date of increase.
4. PRICING is subject to change without notice. All shipments after the date of the price change will be billed at the new price or changed price established by RMCW. Customer is responsible for requesting price information at the time of placing any order.
5. TAXES or other government charge now or hereafter levied upon the production, sale, use or transportation of goods ordered or sold may, at RMCW's option be added to the purchase price.
6. MATERIALS RETURNED for credit will be subject to a 15% restocking charge. Damaged or special order material returned for credit will be subject to an additional charge as deemed necessary by RMCW. Returned materials will be credited on account only.
7. TERMS OF PAYMENT (1% 10th FM, Net 11th - Insulation Materials, Net today's Lumber Materials). Unless otherwise noted on invoice, payment for purchases made by customer will be due on the 10th day of the following month after purchase for a one percent (1%) discount. One percent (1%) discount applies only to insulation material purchases after freight costs are deducted. Discount will not be allowed if any amount on account is past due. Payments will be applied first to any outstanding finance charge, then to principal. If not paid by discount date, the net amount of invoice is due on the 11th day of the month following purchase.
8. DEFAULT. In the event of default, outstanding balances due shall bear interest at the rate of 1/2% per month, (18% per annum) and, compounds until paid. If a judgement is obtained against customer for unpaid balances due, the 10% interest rate shall apply post judgement as well as pre-judgement. All costs of collection of past due accounts, including attorneys fees, court costs and/or collection agency fees shall be paid by customer. Nothing in this paragraph shall limit or restrict RMCW's right to seek other and additional damages, including but not limited to lost profits, caused by reason of customer's default or other breach of this agreement.
9. RETURNED CHECKS. \$25.00 fee will be charged on all returned checks for any reason not due to RMCW.
10. FAILURE OF RMCW TO ENFORCE TERMS OF THIS AGREEMENT shall not be construed to be a waiver of that term or any other term or condition of this agreement.
11. THE PLACE OF VENUE for the settlement of any legal action arising out of this agreement shall be County of Arapahoe, State of Colorado.
12. ANY PROVISION OF THIS CONTRACT PROHIBITED BY LAW of any state shall be ineffective as to said state to the extent of such prohibition without invalidating, modifying or affecting the remaining provisions of this contract.
13. TITLE TO AND RIGHT TO POSSESS each item of goods is and shall remain vested in RMCW until the customer pays the monies due. In the event the customer does not promptly pay all the monies due hereunder upon receipt of the invoice and according to the terms and conditions of this agreement, or in the event the Customer's credit or financial responsibility becomes impaired or unsatisfactory, as RMCW may determine, RMCW may, at its election, demand immediate payment in cash before making delivery, suspend price, in each event without notice and without liability whatsoever to RMCW. The Customer's bankruptcy, receivership, or failure to pay any payment when due shall, at the option of RMCW, accelerate and make due the entire unpaid portion of the purchase price without notice and RMCW may declare this agreement terminated, enter the premises, and retake possession of said property.
14. THIS IS THE COMPLETE AGREEMENT between RMCW and Customer and no additional or different term or condition stated by Customer shall be binding unless agreed to in writing by RMCW. No course or prior dealings and no usage of trade shall be relevant to supplement or explain any terms used in this contract.

I have read, understand and accept the above listed terms and conditions of sale.

Name _____ Title _____

Signature _____ Date _____