



YODER'S BUILDING SUPPLY, INC.  
PO BOX 318  
FAIR PLAY, S.C. 29643  
(864) 972-3003  
Fax (864) 972-9328

**Credit Agreement**

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DO YOU WISH TO RECEIVE STATEMENTS VIA EMAIL? YES / NO

DRIVER'S LICENSE NUMBER AND STATE: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

RETAIL OR TAX EXEMPT #: \_\_\_\_\_ (PLEASE PROVIDE COPY OF EXEMPTION FORM)

LIST PERSONS AUTHORIZED TO ORDER MATERIALS:  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE ORDER REQ FOR ORDERS? YES / NO**

**COMPANY OFFICERS OR PARTNERS**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

**WHO SHOULD BE CONTACTED IN THE EVENT OF A PAYMENT PROBLEM?**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

**CREDIT REFERENCES:**

NAME: \_\_\_\_\_ FAX # \_\_\_\_\_ PHONE # \_\_\_\_\_

NAME: \_\_\_\_\_ FAX # \_\_\_\_\_ PHONE # \_\_\_\_\_

NAME: \_\_\_\_\_ FAX # \_\_\_\_\_ PHONE # \_\_\_\_\_

**BANK:** \_\_\_\_\_ **ACCT #** \_\_\_\_\_ **PHONE#** \_\_\_\_\_

**CREDIT AGREEMENT AND TERMS OF SALE**

1. Upon extension of credit, I or we ("Purchaser") agree to pay the invoices in full by the 10th of each month following the date of delivery or pick up. Purchaser authorizes purchases and deliveries to be made without signature. Purchaser hereby waves any and all claims for liability or loss for material that is picked up and placed upon buyer's vehicle even if seller loads or assists in loading.
2. In the event that payment is not made prior to the 15th day of that month that the invoice or invoices are due, Purchaser shall pay Seller a 2% finance charge on any unpaid balance until the amount due is paid in full. (Annual Percentage Rate of 24%)
3. The undersigned understands that a fuel surcharge and or delivery charge will be charged for any material that is delivered on a company vehicle.
4. If Purchaser's account becomes insolvent or defaults, threatens to become insolvent or default in Seller's discretion or if Purchaser refuses to pay any of Seller's invoices, Seller shall, at its option, be free to curtail or discontinue its sales or deliveries to Purchaser for so long as the aforementioned issues continue. In addition, Purchaser shall be responsible to pay all costs, interest, reasonable attorney's fees and other expenses incurred by Seller in the collection and liquidation of Purchaser's account.
5. Purchaser agrees to examine all invoices and statements upon receipt of same and to notify Seller if there are any discrepancies, deficiencies or defects in materials, damages, shortages in delivery, or any other error(s) in said materials within 10 days of receipt of such materials by Purchaser. Purchaser shall waive any and all claims against Supplier related to materials sold to it by Supplier through either the use of such material invoiced or Purchaser's failure to notify Seller as required in this paragraph. Purchaser shall indemnify and hold Seller harmless for any claims waived by it as outlined above.
6. Seller hereby disclaims any warranty for items sold to Purchaser that were not manufactured by Seller. Such items are specifically sold "as-is" with no warranty from Seller to Purchaser. Purchaser's sole remedy for any warranty claim arising from such items purchased from Seller shall be derived from the manufacturer of said items. Use of any materials purchased from Seller and compliance with building codes are the responsibility of Purchaser.
7. Special order materials ordered by Seller on behalf of Purchaser shall be invoiced when received by Seller. All invoices are due in full by the 10th of each month following date of delivery or pick up. All special order sales are final. Special order items are not returnable and will not be credited to Purchaser's account.
8. Documents that are electronically transmitted (fax, e-mail, text message, etc.) by Purchaser shall be considered binding on Purchaser.
9. Seller retains all rights, title and security interest in all material until paid for by Purchaser. Purchaser authorizes Seller, upon Purchaser's default, access to enter all premises over which Purchaser has control for the purpose of reclaiming possession of material sold by Seller for which Purchaser fails to remit payment in full.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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

**FOR CORPORATIONS, PARTNERSHIPS, LLC'S AND OTHER CORPORATE ENTITIES**

CORPORATE NAME: \_\_\_\_\_

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

Its: \_\_\_\_\_

**GUARANTY AGREEMENT**

In consideration of the extension of credit to the Applicant, when and as it deems appropriate, by Yoder's Building Supply, Inc., the undersigned jointly and severally, do hereby absolutely and unconditionally guarantee payment of whatever amount the Purchaser, named on the first page hereof, shall at any time be due to Yoder's Building Supply, Inc. on account of goods and materials hereafter sold, delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty, covering any number of transactions, and shall continue in force not withstanding any change in the form of such indebtedness, or renewals or extensions thereof, to which the undersigned hereby expressly consents. This is a guaranty of payment and not of collection. This guaranty may be terminated only by written notice (sent via Certified Mail, Return Receipt Requested) to Yoder's Building Supply, Inc. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Yoder's Building Supply, Inc. and any such termination shall not in any manner affect the Guarantor's liability as to any indebtedness contracted for prior to receipt of such notice by Yoder's Building Supply, Inc. The undersigned further agree to pay all expenses and cost of collection, including court costs and attorney's fees, which may be incurred by Yoder's Building Supply, Inc. in collection of any amounts owed by the Purchaser or in enforcing this Guaranty.

EACH OF THE UNDERSIGNED PERSONAL GUARANTOR(S), RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTY AND THE CREDIT APPLICATION, HEREBY CONSENT TO AND AUTHORIZE, THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY YODER'S BUILDING SUPPLY, INC. FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

I swear or affirm that I have received, read and understand the preceding Terms and Conditions and agree to be bound by the same.

Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address \_\_\_\_\_