

Yoder's Building Supply  
 PO Box 318  
 500 E Fairplay Blvd  
 Fair Play, SC 29643



800-565-8623 Toll Free  
 864-972-3003 Front Desk  
 864-972-9328 FAX  
 www.goyoders.com

**APPLICATION FOR CREDIT**

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

DBA \_\_\_\_\_

Mailing Address \_\_\_\_\_

Delivery Address \_\_\_\_\_

County \_\_\_\_\_ Inside or Outside City Limits

Project / Job Address \_\_\_\_\_

County \_\_\_\_\_ Inside or Outside City Limits

Office # \_\_\_\_\_ Cell # \_\_\_\_\_ Cell # \_\_\_\_\_

Email Address \_\_\_\_\_

Do you wish to receive monthly statements via email? YES / NO      Purchase Orders Required? YES / NO

Credit limit requested \$ \_\_\_\_\_

Driver's License # / State \_\_\_\_\_ Social Security # \_\_\_\_\_

Retail / Ag / Tax Exemption # \_\_\_\_\_ \*Please provide a copy of exemption

**Authorized Persons :**

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_

4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_

Who should be contacted in the event of issues \_\_\_\_\_ Phone/Email \_\_\_\_\_

**Company Officers/Partners:**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Email application to:    credit@goyoders.com    864-972-3003

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Customer Code:		Customer Type:	
Credit Limit Set:		Salesman Assigned:	
Processed By:		Date:	Scanned:

**CREDIT AGREEMENT AND TERMS OF SALE**

1. Upon extension of credit, I or we ("Purchaser") agree to pay the invoices in full by the 10<sup>th</sup> of each month following the date of delivery or pick up.
2. In the event that payment is not made prior to the 15<sup>th</sup> day of that month that the invoice or invoices are due, Purchaser shall pay Yoder's Building Supply, Inc. ("Seller") a monthly 2.00% 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. Purchaser authorizes purchases and deliveries to be made without Purchaser's signature on delivery tickets or invoices.
4. If Purchaser becomes insolvent or defaults on the terms herein, threatens or is likely, in the Seller's opinion, to become insolvent or default on the terms herein, 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. Purchaser shall be responsible to pay to Seller all costs, interest, reasonable attorney's fees, and other expenses incurred by Seller in the collection and/or liquidation of Purchaser's account.
5. Purchaser agrees to examine all materials 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 or delivery(ies) within 10 days of receipt of such materials by Purchaser. Purchaser shall have deemed to have waived any and all claims against Supplier related to materials sold to it by Supplier through either the use of such material 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. Seller shall have no responsibility of any kind for damages, other than to: (1) replace the damaged or defective goods from its inventory, if available; or (2) allow a credit for the amount of the purchase price of the defective or damaged goods. In no event shall the Seller be liable for any labor charges incurred by Purchaser with respect to such goods. Seller shall not be liable for non-delivery, delays, costs, or expenses caused by acts of God, war, strikes, delays of carriers, accidents, gasoline shortages, fires, floods, labor disputes, civil disorders, governmental orders or actions, inability to secure goods from usual sources of supply or any other cause beyond Seller's control.
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. Seller will not accept return materials nor will Seller provide Purchaser with credit for returned materials without Seller's prior written authorization. Any returns accepted by Seller must be in good and useable condition and must be accompanied by a sales receipt. Any returns authorized by Seller will be credited to Purchaser at the invoiced price less a fifteen percent (15%) fee to cover receipt, handling, and other re-stocking expenses. Special order materials ordered by Seller on behalf of Purchaser shall be invoiced when received by Seller. All special order invoices are due in full by the 10<sup>th</sup> of each month. All special order sales are final. Special order items are not returnable and will not be credited to Purchaser's account. Seller is not liable for special order materials lost if the special order materials are not claimed by Purchaser within 30 days from the date of notification to Purchaser of arrival of special order materials at Seller's warehouse. Purchaser hereby waives any and all claims for liability or loss for material that is picked up and placed on Purchaser's vehicle even if Seller loads or assists in loading materials onto Purchaser's vehicle.
8. Documents that are electronically transmitted (fax, e-mail, text message, etc.) by Purchaser shall be considered binding on Purchaser. All diligence in collection or protection and all presentment, demand, protest, and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder are expressly waived. It is understood and agreed that there is no limit to Purchaser's liability under the Credit Agreement and that the requested credit amount in the Credit Application & Agreement, which is subject to increase or decrease in Seller's sold discretion at any time and with or without notice to Purchaser, shall not limit our liability under this Credit Agreement. Purchaser specifically agrees that Seller may make reference inquiries, including, not limited to, a reference inquiry at the bank listed above and/or any bank at which Purchaser and/or Guarantor(s) banks, and may order a credit report for Purchaser and/or Guarantor(s).
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. All diligence in collection or protection and all presentment, demand, protest, and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder are expressly waived. Purchaser specifically agrees that the items purchased, including but not limited to the items purchased pursuant to this Agreement, are for business purposes and are not a consumer debt as defined in the Fair Debt Collection Practices Act or any similar state or federal act.
10. This Agreement and any dispute or claim relating to it shall in all respects be governed by and construed according to the laws of the State of South Carolina. Purchaser and Seller agree that the courts of Oconee County, South Carolina and the United States District Court for the District of South Carolina (Anderson Division) shall constitute the exclusive forums for the adjudication of any and all disputes or controversies arising out of or relating to this Agreement or the products or services sold which may be brought by Purchaser. Purchaser and Seller consent to the exercise of jurisdiction and venue over them by such courts with respect to any dispute or controversy, and Purchaser and Seller waive any objection to the assertion or exercise by such court of such jurisdiction and venue.
11. Purchaser and Seller acknowledge that these Terms and Conditions of Sale, together with Seller's quote, purchase order acknowledgement (if any) and/or invoice, constitute the entire agreement between Purchaser and Seller with regard to the sale or transfer of the products and services sold and supersede all prior oral or written statements of any kind made by the parties or their representatives. These Terms and Conditions may not be amended, modified, or supplemented except by written agreement executed by Purchaser and Seller. The provisions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

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

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

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

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

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

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

**GAURANTY 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 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 notwithstanding 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) sent to and received by 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(s) 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 Purchaser or in enforcing this Guaranty. It is understood and agreed that there is no limit to my/our liability under this guaranty and that the requested credit amount in the Credit Application & Agreement, which is subject to increase or decrease in Yoder's Building Supply, Inc.'s sole discretion at any time and with or without notice to the applicant, shall not limit our liability under this Guaranty. The parties agree that this Guaranty shall be construed according to the laws of the State of South Carolina, and the undersigned hereby submit(s) to personal jurisdiction in the State of South Carolina.

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 AGREEMENT, 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: \_\_\_\_\_

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

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

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