



Salesman #: _____

Branch: _____

535 Old Tarrytown Rd
White Plains, NY 10603

914-948-6363
914-948-4627 Fax

Credit Application and Agreement

Firm Name _____ Date _____
Street _____ City _____
State _____ Zip _____ Phone _____ Own _____ Rent _____
Fax _____ Mobile _____ Email _____

Business Information:

Sole Proprietorship (DBA) Partnership LLC/LLP Corporation Year _____ State _____

Principles / Guarantors Information:

Name _____
Home Address _____
Phone: _____ Own _____ Rent _____
Mortgage Balance: _____
Social Security Number _____

Name _____
Home Address: _____
Phone: _____ Own _____ Rent _____
Mortgage Balance: _____
Social Security Number _____

Bank References:

Name: _____ Account No. _____ Address _____ Phone # _____

Trade References:

Name _____ Address _____ Phone/Fax _____

UNCONDITIONAL CONTINUING PERSONAL GUARANTEE

To: New Castle Building Products

For and in consideration of your extension of credit to _____ (Hereafter referred to as The Firm), and/or in order to induce you, at your discretion, to extend credit to the Firm, the undersigned agrees to personally guarantee, and does hereby guarantee unconditionally, punctual payment to you of any and all such credit which is now, has been, or may hereafter become due or owing to you by the firm, together with any and all expenses (including reasonable bank and attorney's fees) which may be incurred by you in collecting all or any such credit herein before referred to, regardless of any law, regulation or decree now or hereafter in effect and as set forth in the Credit Agreement on the reverse side of this Credit Application and Agreement

No delay on your part shall constitute a waiver thereof or limit or impair your right to take any action. The undersigned hereby consents and agrees that you may at any time, at your discretion, extend or change the time and/or manner, place or terms of payment of any obligation hereby guaranteed and settle or compromise with the Firm, and /or any other person without notice to the undersigned who agrees to remain bound upon this guarantee irrespective of the existence, value, or condition of any materials received by the Firm.

This is a Personal Guarantee of payment and not of collection. The undersigned waives any right to require that any action be brought against the Firm or any other person. This is a continuing guarantee and shall remain in full force and effect, irrespective of any interruptions in the business relations of the Firm with you, until written notice shall be received by you that it has been revoked by the undersigned. Any such revocation notice shall not release the undersigned from any liability as to any obligations hereby guaranteed in which you may have an interest at the time of receipt of such notice. No act of omission of any kind on your part shall in any event effect or impair this guarantee. Nor shall same be affected by any change which may arise by any reason of death of the undersigned, or of any partner of the undersigned, or the Firm.

The undersigned hereby waives notice of acceptance of this guarantee, and also presentment, demand, protest and notice of dishonor of any and all obligations guaranteed hereby, and promptness in commencing any suit against any party thereto or liable thereon. This guarantee shall be valid and binding, without regard to the validity or enforceability of any underlying obligation, upon the undersigned, the heirs, executors, administrators, successors, and assigns of the undersigned, and be enforceable by you, your successors, transferees, and assigns. If this guarantee is executed by two or more parties, they shall be severally liable hereunder. Personal jurisdiction over the undersigned may be obtained by the mailing of a summons (postage prepaid) to the undersigned's address as stated in our records.

Applicant / Guarantor:

By _____ By: _____

Print: _____ Print: _____

Credit Agreement

The terms and condition of this application shall, upon extension of credit to the undersigned (hereinafter AFirm@) by S&K Distribution LLC d/b/a New Castle Building Products any subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns (hereinafter collectively referred to as the ASeller@), constitute a credit agreement between Firm and Seller (hereinafter, this AAgreement@) and shall take precedence over and supersede any and all conditions set forth by Firms purchase order, whether the order is written or verbal. Should credit be granted by Seller to Firm, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Firm agrees to pay to the order of Seller: (1) all invoices by the tenth day of the month following sale or as otherwise stated on invoices or statements and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, and collection agency fees.

Firm agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Firm under tender of the goods or materials to the place of delivery with or without the presence of Firm or Firms employees or agents to inspect or accept delivery and with or without Firms signature of acceptance. Any sales that result from an extension of credit by Seller shall be construed under the laws of the state where the shipment of goods originated and any lawsuit resulting from this extension of credit may be commenced in the Nassau County, State of New York. Firm waives any and all objects to such location, including objections based on jurisdiction or venue. Firm understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Firm represents that such information is true, correct and complete.

SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OR CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME, ACCORDINGLY, FIRM AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OR ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or unenforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Firm waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Firm may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Firm as if such assignee were Seller.

Firm represents and warrants to Seller that Firm will use the credit request hereunder for business and commercial purposes only and not for personal, family or household purposes. Firm understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Firm.

FIRM AND GUARANTOR(S) AUTHORIZES AND CONSENTS TO ANY CONTRACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF FIRM AND EACH BUSINESS OWNER, PARTNER, OFFICER GUARANTOR(S) & MEMBER OF FIRM, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. FIRM CONSENTS TO SELLER=S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO EXTEND OR TERMINATE CREDIT TO FIRM. FIRM AND GUARANTOR AGREE TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.