



CREDIT APPLICATION AND AGREEMENT

Name _____ Date _____

Street Address _____ P.O. Box _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Company Status: Corporation _____ Partnership _____ Proprietorship _____ Other _____ How Long In Business _____

Type Of Business _____ Amount of Credit Requested: \$ _____

State of Incorporation _____ Date of Incorporation _____

Location of Home Office _____ Employer I.D. # _____

Names of Officers, Owners, or Partners: Related Companies:

1. _____ SSN# _____ 1. _____

2. _____ SSN# _____ 2. _____

BANK REFERENCES:

NAME	ACCT.#	BANK OFFICER	ADDRESS	PHONE/FAX
1. _____				
2. _____				

TRADE REFERENCES:

NAME	ADDRESS	FAX ONLY
1. _____		
2. _____		
3. _____		
4. _____		

Person to contact regarding accounts payable _____

ARE PURCHASE ORDERS REQUIRED? _____ YES _____ NO ANTICIPATED MONTHLY VOLUME \$ _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- A) Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).
- B) Most recent interim financial statements if those included in (a) above are over six months old.

I (We) hereby authorize the above companies and/or banks to release factual credit information to Oakland Metal Building, Inc relating to my (our) past and present credit experience for the purpose of determining credit worthiness.

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Oakland Metal Buildings, Inc to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/ our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ALL TERMS DESCRIBED HEREIN.

Firm Name _____ By _____ Title _____

CHANGE OF OWNERSHIP: I/We understand that we must notify Oakland Metal Buildings, Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed. I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

CREDIT POLICY: Statements are rendered on the 1st of each month. C.O.D restrictions may be placed on any past due account.

CREDIT TERMS: A letter will be mailed detailing your approval terms. A service charge of one and one half percent (1.50 %) per month, or eighteen percent (18 %) per annum or the highest legal rate, which ever is less may be assessed on delinquent invoices.

VENUE: All amounts due for purchases from Oakland Metal Buildings, Inc. are payable at 24350 County Rd 14, Florence, AL 35633. It is further agreed that this agreement is entered into in the state of Alabama and is governed by the laws of the state of Alabama.

Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller in lieu of any original document.

Firm Name _____ By _____ Title _____

If you are a legal entity other than an individual and your financial condition is not sufficient to warrant open terms, please complete the personal guarantee below:

PERSONAL GUARANTEE: For valuable consideration the receipt of which is acknowledged, including but not limited to the extension of credit by Oakland Metal Buildings, Inc. to _____ the undersigned individually, jointly and severally unconditionally guarantee(s) to Oakland Metal Buildings, Inc. the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to Oakland Metal Building, Inc. and payment when due of all sums presently or hereafter owing by Guarantor to Oakland Metal Buildings, Inc. Guarantor agrees to indemnify Oakland Metal Buildings, Inc against any losses that Oakland Metal Buildings, Inc. may sustain and expenses that Oakland Metal Buildings, Inc. may incur as a result of any failure of Guarantor to perform, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor.

This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to Oakland Metal Buildings, Inc. a written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed in the credit evaluation process.

Print Name _____ Sign Name _____ Date _____

Print Name _____ Sign Name _____ Date _____

Witness _____

FOR OFFICE USE ONLY	
APPROVED _____	DISAPPROVED _____
\$ LIMIT _____	
BY _____	DATE _____