The Genuine. The Original.

COMMERCIAL CREDIT AGREEMENT

☐ Proprietorship ☐ Corporation ☐ LLC

Full Legal Company Name

EIN or SS#

State of Incorportion

DBA or Trade Name *(if different than legal name)*

Phone

Fax

Email

Year Established

Years under current Management

$

Credit Line Requested

Website

Owners, Corporate Officers or Partners

Owner #1 (President) Name	Home Address	City	St	Zip	Ph#	Cell #	Email	SS#
Owner #2 (Treasurer) Name	Home Address	City	St	Zip	Ph#	Cell #	Email	SS#

Bill To Information

Address City State Zip Email

AP Contact Name Ph # Fax# Email

Trade References (Please supply four references reflective of the credit limit requested)

Company Name	Address	City	St.	Zip	Ph#	Fax #	Email

Banking Information

Bank Name Acct # Bank Contact Ph# Fax#

Select One

Checking/Savings

Address City State Zip

○ ◉ Amount $

Yes / No Bank Line Of Credit Available

$

Outstanding Loan Balance

Years with this bank:

Execution of this document by the applicant or applicant's agent shall serve as certification that the above furnished information is true and correct and as authorization to check and verify statements therein, including all bank and trade references. Furthermore, the undersigned warrants that he or she has the authority to apply for credit and make the statements herein. If the undersigned is an individual who is either a principal or sole proprietorship of the credit applicant acknowledges that this is an application for business credit, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, and said individual hereby consents to and authorizes the use of a consumer credit report from time to time as may be needed in the credit evaluation process. **The undersigned also warrants that he or she has read, understands, and agrees to adhere to the Overhead Door Credit Agreement Terms which are made a part of this application**

SIGNATURE(S): (owner if proprietorship; general partner if partnership; or an officer or authorized agent if corporation)

Date

Signed by

Title/Position

Print Name of signor

SS# of Signor

NOTE: ***Please attach a current Financial Statement to this application.***

*** Sales please send to your CFS representative with required completed set up form**

UNLIMITED GUARANTY - JOINT AND SEVERAL

In consideration of the giving of credit or making of any sale on open account to Debtor and it's "affiliates", and other good and sufficient considerations to the undersigned accruing, and in order to induce you to sell merchandise and extend credit to Debtor, the undersigned jointly and severally give this Continuing Guaranty to OVERHEAD DOOR CORPORATION AND ITS SUBSIDIARIES, SUCCESSORS OR ASSIGNS, INDIVIDUALLY, JOINT & SEVERALLY & COLLECTIVELY, for the payment in full, together with all interest, fees and charges of whatsoever nature and kind, of any and all indebtedness of the said Debtor to the said Creditor, whether on open account or evidenced by note, secured or unsecured, due and owing at the present time, or that may hereafter be due and owing by said Debtor to said Creditor, and it is further agreed that if said bills are not paid when due, the undersigned will pay the same upon demand from Creditor. The undersigned recognizing their individual credit history may be a necessary factory in the evaluation of this guarantee, hereby consents and authorizes the use of a consumer credit report by Creditor, from time to time as may be needed in the credit evaluation process.

It is specifically understood and agreed that the said Creditor shall not be required to exhaust its legal remedies for recovery and collection against the said Debtor before looking to the undersigned for payment of this account, but that if the account is not paid when due, said Creditor may at once notify the undersigned, and upon receipt of such notice that the said account is past due and unpaid, the undersigned assumes liability therefore and agrees to pay the same without delay or defalcation.

It is distinctly understood and agreed that said Creditor may enter suit against the undersigned for the recovery of the entire amount of said indebtedness hereby secured, and may recover judgment therefore against the undersigned. It is also understood and agreed that, the undersigned, shall pay for the cost of collection, including suit and attorney's fees in addition to the indebtedness hereby secured.

The undersigned hereby waives any claim, right or remedy which guarantor may now have or hereafter acquire against Debtor or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligations hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Creditor against Debtor or any collateral security Creditor now has or hereafter acquires regardless of how such claim, remedy arises.

The undersigned hereby waives notice of the acceptance of this Guaranty, notice of demand and maturity of payments to become due, notice of default in payment by the said Debtor, and all such notices required or customarily given under like circumstances. It is also specifically understood and agreed that the undersigned expressly consents that the time of payment of any indebtedness hereby secured may be extended, and that the said Creditor may at any time require and accept other security of any nature whatsoever from said Debtor without notice to or consent from the undersigned.

The undersigned, individually and severally, their successors and assigns, agree that they are financially interested in the said Debtor and agree to be held responsible for said obligations, precisely as if the same had been contracted and due and owing by the undersigned themselves, and agree to pay, on demand from Creditor, all indebtedness of Debtor to Creditor, including, without limitation, any balance that may be due and payable at any time for the goods sold and furnished by the said Creditor to the said Debtor. This continuing Guaranty shall extend to and cover all renewals of any claims or demand guaranteed under this instrument, or the extension of payment thereof made prior to the receipt by Creditor of written notice of the revocation of this Guaranty. Said notice of revocation shall be sent by Certified Mail, return receipt requested, to Creditor. The notice of revocation shall be ineffective as to any existing indebtedness of Debtor to Creditor or as to any transaction or commitment previously undertaken by Creditor in reliance upon this Guaranty, or as to any costs Creditor may incur, including attorney's fees, in collecting any such existing indebtedness of Debtor to Creditor.

Executed at (City) ___________________________(State)______ this ________ day of______________, ______

Debtor (Company Name) ____

Signed by ____________________________________ Printed Name ________________________________
Individual SS# of Signor ________________________________

Spouse's signature _______________________________ Printed Name ________________________________
Individual SS# of Signor ________________________________

Home Address: ____

The Genuine. The Original.

Credit Agreement Terms and Conditions **(Please sign at the bottom acknowledging your receipt of these terms)**

Overhead Door and its subsidiaries (hereinafter called the "Company") shall sell its goods only on the express condition that the buyer assents to the terms and conditions set forth hereon. Any inconsistent or additional terms that may be embodied in any purchase order are hereby deemed to be material alterations and the Company objects to them and rejects them without future notification notwithstanding any shipments, acceptance of payments or other acts of the Company. The buyer's acceptance and receipt of the goods shall constitute assent to such terms and conditions.

PRICES- The prices and terms of sales shall be those then in effect to the Company's Customers unless mutually agreed otherwise in writing. The Company may increase any prices or change the other terms and conditions of sale provided that it gives Customer thirty (30) days prior written notice thereof except for credit reasons which are effective immediately. The Company may decrease prices at any time.

TAXES- Sales, use, consumption, storage or other taxes, if applicable, shall be paid by the buyer.

DEDUCTIONS- All deductions must be pre-approved by the Company or its subsidiaries. The Company reserves the right to bill customer's account for unauthorized deductions. All disallowed deductions are immediately due and payable and will be subject to standard delinquency and service charge guidelines, credit and collection procedures.

DISPUTES- Customer is required to check order acknowledgments for errors and notify the Order Entry Department immediately of corrections. Customer is required to notify the Credit Department of document discrepancies within 30 days of document (invoice, credit memo, statement) date.

ORDERS- All orders placed shall be for Customer's own account and for resale. All orders placed by Customer are subject to acceptance by the Company. Customer shall give the Company reasonable notice of its shipping requirements.

ORDER CANCELLATION- Orders must be canceled prior to shipment of products. Cancellations made after product shipment will not be honored and customer will be obligated to pay invoice within terms as usual. Special order product may be subject to cancellation fee.

RETURNS- Before returning any merchandise, a return authorization number must be obtained from a company representative. Returns may be subject to a restocking charge.

DELIVERY & FREIGHT- Payment of all freight charges shall be made in accordance with the terms of the relevant invoice. When shipment is made by common carrier, risk of loss for all Products sold hereunder shall pass to Customer at the Company's plant upon shipment. Buyer should examine shipments carefully for loss or damage and should have same noted by transportation agent on the freight bill before accepting delivery. All claims for shipping loss or damage are Customer's responsibility. The Company will render Customer reasonable assistance in tendering such claims to the carrier.

PAYMENT- The Company shall invoice Customer with each shipment. Customer shall pay each invoice in accordance with the terms set forth on the invoice. Payment must be received on or before dates indicated on invoice.

SERVICE CHARGE- The Company reserves the right to charge a service charge equal to the lesser of either (i) two percent (2%) per month on all past due amounts or (ii) the maximum monthly interest charge permitted under applicable law.

FINANCIAL OBLIGATIONS- If Customer shall fail to make any payment herein in a timely manner, the Company shall have the right to decline to make further sales or shipments. Should the Company at any time deem itself insecure with respect to any unpaid balance owed by Customer to the Company, then upon notice by the Company, Customer agrees to provide such additional security and to execute such additional documents as the Company may deem necessary or desirable to secure such unpaid balance owed to the Company.

DEFAULT In the event of default, customer agrees to pay for the cost of collection, including but not limited to 3rd party agency fees, suit and attorney's fees, in addition to the balance due.

MISCELLANEOUS- ALL SALES CONTRACTS SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. The terms and conditions stated hereon constitute the full understanding between the Company and the buyer and no terms, conditions, understanding or agreement purporting to modify or vary these terms shall be binding unless hereafter made in writing and signed by an officer of the Company and an authorized representative of the buyer.

Date ______________________

Signature ____________________________

ORACLE SETUP/CHANGE FORM

☐ **NEW CUSTOMER SET-UP** ☐ **CUSTOMER CHANGE**

REQUESTED BY: ____________ LOCATION: ____________ JDE ACCT #: ____________ DATE: ____________

CUSTOMER NAME:			CUSTOMER LEGAL NAME:		
BILL-TO ACCOUNT #			SHIP-TO ACCOUNT #		
BILL-TO ADDRESS:			SHIP-TO ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
COUNTY:			COUNTY:		
TELEPHONE #:			TELEPHONE #:		
FAX #:			FAX #:		

OPERATING UNIT(S) CUSTOMER WISHES TO PURCHASE FROM:

☐ TODCO ☐ HORTON PLANTS ☐ HORTON DISTRIBUTIONS

☐ GENIE ☐ WD PLANTS ☐ SALES CENTER ☐ OTHER ____________

WD PLANT REGIONAL SALES MANAGER APPROVAL ____________

GENIE ONLY: ☐ STANDARD - RESI PRTS/ACC & COMM PREPKG HDS/RLS ☐ FACTORY DIRECT ALL PRODUCTS

OPENER STRUCTURE ☐ N/A ☐ YLW* ☐ RED*
*EXCEPTION DOCUMENTATION REQUIRED FOR MARKETING

SELECT CUSTOMER TYPE & GL CHANNEL FROM DROP DOWN

****CUST TYPE:** SELECTONE	**GL CHNL:** SELECTONE	**VOLUME CLASS:**	**QUOTE EXPIRATION PERIOD:**	**PRIMARY PLANT:**

FREIGHT TERMS: ☐ PREPAID ☐ PREPAID & ADD ☐ COLLECT ☐ 3RD PARTY BILLING ____________

OWNER'S NAME:	A/P CONTACT:
OWNER'S EMAIL ADDRESS:	A/P EMAIL ADDRESS:
OWNER CELL #:	**ODC SALES REP:**
TAXABLE*: ☐ YES ☐ NO **(SEE BELOW)** ***IF NO, RESALE CERTIFICATE MUST BE ATTACHED OR TAX WILL BE CHARGED**	CREDIT LIMIT REQUESTED**: ****A CREDIT APPLICATION MUST BE SUBMITTED FOR REVIEW IF CREDIT LIMIT REQUESTED**

Preference for Receiving Invoices, Statements & Acknowledgements: Provide fax or e-mail address below. If left blank, forms will be mailed.

FAX # / EMAIL ADDRESS	INVOICES	ACKNOWLEDGEMENTS	STATEMENTS
____________	☐	☐	☐
____________	☐	☐	☐

OFFICE USE ONLY

EDI ID #:	**STORE #:**

SET UP ENTERED BY: ____________ DATE ENTERED: ____________

Revised 06/04/15