

Friendship Brick and Stone Credit Application

14395 Schaefer Hwy., Detroit, MI 48227 | Tele. 313.838.6000 | Fax 313.838.6004



DATE OF APPLICATION LINE OF CREDIT REQUESTED \$

SECTION 1: COMPANY INFORMATION

Name of business (complete legal name and if applicable trade name or DBA)

Billing street address	City	State	Zip code
Secondary street address	City	State	Zip code

SECTION 2: RELATED COMPANY INFORMATION

Name of related company #1	Name of related company #2	Name of related company #3
----------------------------	----------------------------	----------------------------

SECTION 3: PURCHASING and A/P CONTACT

Purchasing contact name	Phone (with area code)	Fax (with area code)	Email address
A/P contact name	Phone (with area code)	Fax (with area code)	Email address

SECTION 4: GENERAL INFORMATION

Type of business	Date established	Legal structure (indicate one): sole proprietor ; partnership; corporation; other	
Tax exempt (YES or NO); Attach copy of tax exemption certificate if applicable	Federal employer ID# (FEIN)	Facility owned or leased	Estimated annual sales
Number of employees	Has the firm or any of its principals ever filed bankruptcy? If yes, please explain on reverse side		

SECTION 5: TRADE REFERENCES

Name and address	Email 1	Phone	Fax
Name and address	Email 2	Phone	Fax
Name and address	Email 3	Phone	Fax

SECTION 6: PRINCIPALS (Owners or Officers)

Name 1	Cell	SS#
Name 2	Cell	SS#
Name 3	Cell	SS#

SECTION 7: BANK REFERENCE (Checking and Savings)

Checking Name	Address	Phone	Account #
Savings Name	Address	Phone	Account #
Loan Officer's Name	Address	Phone	Account #

To induce Friendship Brick and Stone (a/k/a West Friendship Materials, Inc.) ("Friendship") to extend credit to the business identified in this Application ("Applicant"), Applicant, (1) warrants that all information in this Application is true, correct and complete, (2) authorizes Friendship to (a) verify all information in this Application, whether by contacting references or otherwise and obtaining credit reports regarding Applicant. Applicant agrees to the terms and conditions included on page three of this Application.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name/Signature	Print Name	Title	Date

Friendship Brick and Stone Credit Application

14395 Schaefer Hwy., Detroit, MI 48227 | P. 313.838.6000 | F. 313.838.6004



GUARANTY

The undersigned, in consideration of the sales on credit to the Applicant (on page 1), personally guarantees payment under this agreement. Revocation of this Guaranty can be made only in writing sent certified mail return receipt requested to Friendship Brick and Stone (a/k/a West Friendship Materials, Inc.) ("Friendship"). Revocation will be effective only as to new goods ordered and shipped after the date of receipt of a written revocation. Guarantor (i) waives any right as to notice of nonpayment, demand or presentment, (ii) waives notice of acceptance of this guaranty and (iii) consents to all changes of terms, extensions of credit, and releases of security. All accommodations, extensions or forbearances by Friendship shall have no effect on the enforceability of this Guaranty. In the event of non-payment under this Guaranty, the undersigned agrees to pay all actual costs of collection, including, but not limited to, actual attorney fees and actual costs, incurred to enforce this Guaranty.

Signature and date

Print name

Social Security Number

Home street address

City

State

Zip code

Home phone
(with area code)

TERMS AND CONDITIONS

1. West Friendship Materials, Inc. ("West Friendship") shall not be liable for any delay or failure to deliver goods when the delay or failure is caused by a manufacturer, labor dispute, strike, war, riot, insurrection, civil disturbance, fire, flood, accident, act of God, common carrier delay, trucking delay, supply shortage or other cause beyond West Friendship's control.

2. All invoices are due on the 10th of the month following delivery. For example, payment for goods delivered on Jan. 2 is due on Jan. 10; payment for goods delivered on Dec. 20 is due on Jan. 10. The price of goods subject to this invoice is based on the date customer makes payment. The price of goods has been discounted based on timely payment. Accordingly, all invoices paid on or after the 11th are subject to a time price differential charge of 2% per month until paid. To the extent this charge is determined to be unlawful for any reason, the 2% rate shall be reduced to the highest amount that is lawful. An invoice is considered paid at the time payment is received by West Friendship.

3. In the event of non-payment by customer that extends for eighty or more days, West Friendship may conduct an inspection of the goods it furnished to customer. The inspection shall occur at customer's construction site. The date of inspection shall be on a date of West Friendship's choosing that is between eighty and one hundred eighty days from the date of West Friendship's last invoice for the project. The cost of the inspection is included in the price of the material furnished to customer. The purpose of the inspection shall be to investigate the goods furnished and to determine the reason for non-payment.

4. Unless otherwise itemized in this invoice, cartage is included in the price of the goods when payment is timely pursuant to paragraph 2 above. Absent timely payment, customer shall pay a \$600 cartage fee for each partial and full truck load of goods delivered and/or picked-up.

5. In the event any action whatsoever (legal or other) is taken to collect upon any outstanding customer balance, Customer shall be responsible for all actual collection costs incurred by West Friendship, including its actual attorney fees, actual construction lien fees and expenses, actual legal costs/expenses, and actual internal overhead costs. Dependent upon the amount in controversy and West Friendship's agreement with its attorney and/or general counsel, West Friendship's actual attorney fees may be equal to 40% of the amount subject to collection or may be based on an hourly fee that is more than 40% of the amount subject to collection.

6. WEST FRIENDSHIP EXPRESSLY DISCLAIMS ANY AND ALL (1) WARRANTIES OF MERCHANTABILITY, (2) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, (3) EXPRESS AND IMPLIED WARRANTIES, (4) ORAL WARRANTIES (5) WARRANTIES GUARANTYING APPEARANCE, THE ABSENCE OF EFFLORESCENCE AND/OR DISCOLORATION, (6) WARRANTIES ARISING OUT OF A COURSE OF DEALING AND/OR USAGE OF TRADE AND (7) ALL OTHER WARRANTIES. WEST FRIENDSHIP SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY CLAIM.

7. All goods are delivered free on board at or near the job site. Delivery occurs when the goods are placed on the ground at or near the job site ("Delivery"). Risk of loss shall pass upon Delivery to the job site.

8. Customer shall inspect all goods upon Delivery. Customer shall provide West Friendship with written notice of any defect prior to use or no later than three (3) days after Delivery (whichever occurs first) (the "Period"). Absent written notice of defect, after expiration of this Period, the goods are considered accepted.

8. Customer's sole and exclusive remedy, from West Friendship and/or its agents, for all alleged legal claims and/or wrong doing, shall be, at the election of West Friendship, either, a refund for the invoiced goods or replacement of like-kind goods (as determined in West Friendship's sole discretion). No other remedy and/or damages are permitted.

10. Customer acknowledges that variations in appearance, color and texture are inherent in brick, masonry products and other construction materials sold by West Friendship. Samples are illustrative only and may not serve as the basis for any warranty, breach of contract or other legal claim. Samples are not intended to represent the appearance, color and texture of masonry products and other construction materials sold by West Friendship. Customer shall inspect materials prior to use pursuant to paragraph 8.

11. All legal claim(s) against West Friendship and/or its agents shall be filed and served within six months of Delivery as defined in paragraph 7. Claims not filed and served within this time frame are forever time barred. All claims shall be filed in Oakland County Circuit Court or 48th District Court. In the event West Friendship secures voluntary or involuntary dismissal of any portion of the claim(s) filed by customer, customer shall pay West Friendship's actual costs, including its actual attorney fees, actual legal costs/expenses and actual internal overhead costs incurred in connection with defending the dismissed claim(s). In the event West Friendship files a claim against customer, customer shall pay West Friendship's actual costs, including its actual attorney fees, actual legal costs/expenses and actual internal overhead costs in connection with prosecuting its claim(s) (regardless of whether West Friendship is successful).

12. Customer assumes responsibility for any damage caused by delivery.

13. Customer shall apply best efforts when installing all goods furnished by West Friendship. Installation shall be completed in a manner consistent with the procedures sanctioned by the Brick Industry Association. Customer assumes responsibility for ordering goods that are appropriate and compliant with all building codes, ordinances/laws and rules. Customer shall use weep vents and flashing. The absence of appropriately installed weep vents and flashing shall void any and all claims customer may have against West Friendship. Customer assumes responsibility for verifying and ensuring all brick furnished is from consistent runs. Customer shall notify West Friendship of any inconsistent runs before the brick is disbanded and installed.

14. Goods may only be returned for credit with West Friendship's subjective permission.

15. West Friendship is hereby granted a purchase money security interest in all the goods delivered by West Friendship to Customer and in all proceeds from the sale of the Products by Customer, including accounts receivable, contract rights and cash receipts arising there from (collectively the "Collateral"). Such security interest shall remain in West Friendship until West Friendship receives full payment of all monies owed by Customer. Customer hereby consents and authorizes West Friendship to sign and file, on Customer's or West Friendship's behalf or on behalf of both, such financing statements or other writings as may be necessary to perfect or continue to perfect such security interest. Customer shall also, upon request of

West Friendship, timely execute and deliver to West Friendship such financing statements or other writings as may be necessary to perfect such purchase money security interest. West Friendship shall be entitled to all remedies available under applicable law or in equity, including the right to repossess any goods that have not been paid for by Customer. In the event Customer fails to timely make payment, West Friendship shall have all rights and remedies available under the laws of the State of Michigan, including the right to sell the collateral in a public or a private sale and the right to repossess the Collateral.

16. To the extent West Friendship provides customer with an estimate of materials required for a project, the estimate is not intended to be accurate and may be inaccurate. Customer should employ a professional architect and engineer to obtain a precise estimate. West Friendship and customer acknowledge the estimate is complimentary and not part of any contact.

16. West Friendship's acceptance of customer's order is conditioned on customer's assent to these Terms and Conditions. No additional or different terms shall govern customer and West Friendship's relationship.

17. All payments made to West Friendship shall be applied to customer's oldest debt first regardless of how customer requests its payment be applied.

18. These Terms and Conditions supersede all prior and contemporaneous understandings, writings, negotiations, purchase orders, discussions and/or agreements. These Terms and Conditions constitute a complete, exclusive and final written expression of the parties' agreement. Any representations, promises, warranties and/or statements that differ from these Terms and Conditions shall be given no force or effect. These Terms and Conditions may solely be amended in writing signed by West Friendship's President or Vice President and customer. TIME IS OF THE ESSENCE with regard to each time period and date identified in these Terms and Conditions except for time periods and dates related to Delivery.