



CREDIT APPLICATION, MASTER SALES AGREEMENT & GUARANTY

This instrument applies to accounts between the Customer identified below and BMC West, LLC; BMC East, LLC and all of their predecessors, successors and assigns and/or any direct or indirect parent, subsidiary or affiliate thereof. All references to "BMC" shall be deemed to include the entity extending credit, supplying materials and/or performing work for Customer as the context requires.

Please Print Account # _____ Sales Person _____ Segment _____ Warehouse _____

(CHECK ONE)				<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
CUSTOMER NAME - FULL LEGAL NAME OF COMPANY OR INDIVIDUAL				PHONE #	CELL #	FAX #			
PHYSICAL STREET ADDRESS				CITY	STATE	ZIP			
MAILING P.O. BOX				CITY	STATE	ZIP			
COMPANY E-MAIL ADDRESS				BILLING E-MAIL ADDRESS					
AP CONTACT				AP PHONE #		BUSINESS ESTABLISHED DATE MM _____ DD _____ YY _____			
METHOD OF PAYMENT (Check One)				<input type="checkbox"/> CONSTRUCTION LOAN		<input type="checkbox"/> HOME EQUITY LOAN			
VERIFICATION OF PAYMENT METHOD REQUIRED				<input type="checkbox"/> PERSONAL LOAN		<input type="checkbox"/> OTHER (attach explanation)			
BANK'S NAME:				LOAN OFFICER/BANKER NAME			BANK'S PHONE		
BANK ACCOUNT #				BUILDER'S LICENSE #		FEDERAL TAX ID			
AUTHORIZED CHARGERS (if more room is needed please attach a separate sheet)							PURCHASE ORDERS REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		

PRINCIPALS OR OWNERS OF COMPANY

NAME	TITLE	EMAIL
HOME ADDRESS	CITY	STATE ZIP
NAME	TITLE	EMAIL
HOME ADDRESS	CITY	STATE ZIP
NAME	TITLE	EMAIL
HOME ADDRESS	CITY	STATE ZIP

CREDIT REFERENCES

COMPANY	PHONE NUMBER	E-MAIL
1)		
2)		
3)		

MASTER SALES AGREEMENT - STANDARD TERMS AND CONDITIONS OF BMC STOCK HOLDINGS, INC. AND ITS SUBSIDIARIES AND AFFILIATES. (Effective Date: October 1, 2016)

The following Standard Terms and Conditions shall apply to all sales of goods consummated on or after the Effective Date and all installation services contracted for on or after the Effective Date by BMC West, LLC; BMC East, LLC and all of their predecessors, successors and assigns and/or any operating subsidiary or other affiliate (each such entity is referred to herein as "Dealer"):

- Prices:** Unless specifically provided otherwise in a written quote or estimate, all quoted prices are valid only for 30 days from the date of the quote. All price quotes are valid only for the quantity, type and grade of materials and services quoted. All prices quoted without sales or use tax shall have such tax added thereto. Plans, estimates and take-off quantities are solely estimates and are not guaranteed.
- Terms:** Unless otherwise agreed in writing by Dealer for a particular order, account or market, payment to Dealer is due in full by the 10th of the month following the date of invoice. ****EXCEPTION TO TERMS**** IF A CONSTRUCTION LOAN IS OBTAINED, OR TAKE-OUT OR OTHER PERMANENT FINANCING IS OBTAINED, OR FUNDS GENERALLY DESIGNATED FOR PAYMENT OF BUILDING MATERIALS OR INSTALLATION SERVICES ARE ADVANCED TO CUSTOMER PRIOR TO THE DUE DATE SET FORTH ABOVE, PAYMENT TO DEALER IS DUE AND PAYABLE AT THE TIME OF SUCH LOAN, CLOSING OR ADVANCE OF FUNDS AND SUCH FUNDS SHALL BE HELD IN TRUST FOR THE BENEFIT OF DEALER. If all amounts due for such materials and services are not paid immediately after such loan closing or advance of funds, the officers or other individuals signing for Customer shall automatically and unconditionally become joint and several personal guarantors of the payment of said amounts.
- Time Price Differential (Service Charge):** A TIME PRICE DIFFERENTIAL (SERVICE CHARGE) EQUAL TO THE LESSER OF 1.5% PERCENT PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW SHALL BE ADDED TO ALL INVOICES NOT PAID WHEN DUE UNDER PARAGRAPH 2, ABOVE.
- Waivers of Lien:** Upon written request, Dealer shall execute and deliver a conditional partial or final lien waiver submitted by Customer in customary form or statutorily prescribed form where applicable, only upon receipt of payment in full for the invoice(s) to which such lien waiver relates. Dealer shall execute and deliver an unconditional partial or final lien waiver only after the check or other form of payment has cleared the financial institution on which it is drawn and Dealer has irrevocably received good funds.
- Credit Information:** Customer and each of its owners and other principals individually grants Dealer permission to investigate and verify its or his/her individual credit information at the sole discretion of Dealer for the purposes of extending credit to Customer and thereafter renewing, maintaining and enforcing the terms of such extension of credit.
- Credit Reporting:** Customer grants Dealer permission to report credit information to proper persons and/or credit bureaus.
- Restocking:** All unused stock materials returned to Dealer for credit are subject to a handling charge of up to 25%. No credit for returns is allowed on special millwork, special order items, nonstock items, other specialty merchandise, or on dirty, weathered, damaged or unusable merchandise.
- Alteration or Revocation of Credit Line by Dealer:** Any extension of credit by Dealer, and any agreement by which Dealer agrees to perform work or provide services to or for the benefit of Customer is subject to continuing review and approval by Dealer and/or its affiliated entities of Customer's creditworthiness, payment history and financial condition. Dealer and/or its affiliated entities may at any time and from time to time modify the limits of any credit available to Customer and the terms and conditions upon which credit will be extended to Customer. Any waiver granted by Dealer in a particular instance shall not be deemed a waiver of any other or subsequent events or instances, and any delay or failure by Dealer to strictly enforce the terms of this Agreement shall not constitute a waiver of Dealer's rights or an amendment of this Agreement unless set forth in writing duly executed by an authorized Dealer representative. These terms and conditions supersede all prior or contemporaneous agreements, unless otherwise specifically agreed in writing by Dealer and Customer, and govern all sales of material and installation services provided by Dealer and/or its affiliated entities to Customer. Dealer shall be under no obligation to extend or maintain credit at any time.

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- 9. **Delivery and Acceptance:** Delivery of material to the construction site constitutes delivery to Customer, regardless of whether Customer or its agent is physically present at time of delivery. Customer acknowledges and agrees that electronic records evidencing the time and place of such delivery shall be good and sufficient records for all purposes. Customer shall be conclusively deemed to have accepted such goods effective upon delivery, subject to the following sentence. Notwithstanding the foregoing acceptance, Customer may reject and Dealer will replace, any goods proven to be damaged, defective or non-conforming at the time of delivery, provided Customer provides written notice of such rejection along with reasonable supporting evidence of such conditions within five (5) days after delivery. Dealer shall seek to accommodate Customer's requested delivery schedule, but shall not be responsible for failure or delay in delivery of materials. Customer waives any claims for damages arising by virtue of delay in delivery of material by Dealer, regardless of the cause of delay.
- 10. **Discounts:** In the event any of Customer's accounts with Dealer or its affiliated entities becomes delinquent or is in default at any time, or if Dealer or any of its affiliated entities files any lien against any project of Customer, all discounts and rebates otherwise available to Customer are subject to revocation at the discretion of Dealer.
- 11. **Default:** Should any default be made in any of the terms hereunder, all amounts owed by Customer shall become immediately due and payable. In the event the account is referred for collection, Customer and any guarantors of Customer's account shall pay all costs and expenses of collection to the extent permitted by law including, but not limited to, attorneys' fees and court costs incurred by Dealer.
- 12. **Deadline for Submitting Customer Claims for Adjustments:** All claims for incomplete, damaged, defective or nonconforming materials MUST be made in writing within five (5) days of delivery or they shall be waived. Any claims for adjustments or corrections of billings must be made within five (5) days of receipt of invoice or they shall be waived.
- 13. **Jurisdiction; Applicable Law:** The parties consent that any action between parties to this agreement may be brought in any jurisdiction in which Dealer conducts business, at the sole option of Dealer. With respect to sales of materials not involving installation services, this Agreement shall be governed by and enforced in accordance with the laws of the state in which the majority of goods purchased by Customer are delivered. With respect to each project for which Dealer provides installation services, these terms and conditions shall be governed by and enforced in accordance with the laws of the state in which such project is located.
- 14. **ASSIGNMENT OF MANUFACTURERS' WARRANTIES ON PRODUCTS MANUFACTURED BY OTHERS: ALL MANUFACTURERS' WARRANTIES APPLICABLE TO MATERIAL PROVIDED BY DEALER BUT MANUFACTURED BY OTHERS SHALL BE ASSIGNED TO CUSTOMER TO THE EXTENT PERMISSIBLE BY LAW AND BY DEALER'S AGREEMENTS WITH SUCH MANUFACTURERS.**
- 15. **LIMITED WARRANTY ON INSTALLED SERVICES AND ON PRODUCTS MANUFACTURED BY DEALER: ALL INSTALLATION SERVICES PERFORMED BY DEALER OR ITS SUBCONTRACTORS ARE WARRANTED TO BE FREE OF MATERIAL DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM SUBSTANTIAL COMPLETION OF SUCH SERVICES. ALL ROOF TRUSSES, FLOOR TRUSSES, WALL PANELS AND OTHER STRUCTURAL COMPONENTS MANUFACTURED BY DEALER OR ITS AFFILIATED ENTITIES ARE WARRANTED TO BE FREE OF MATERIAL DEFECTS IN WORKMANSHIP OR MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY OF SUCH COMPONENTS TO CUSTOMER. CERTAIN OTHER MANUFACTURED GOODS THAT ARE MANUFACTURED SPECIFICALLY FOR AND SOLD BY DEALER AND/OR ITS AFFILIATED ENTITIES UNDER PROPRIETARY PRIVATE LABEL BRANDS MAY BE COVERED BY A SEPARATE MANUFACTURER'S LIMITED PRODUCT WARRANTY SUPPLIED WITH SUCH PRODUCT(S), WHICH SEPARATE WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTY APPLICABLE TO SUCH PRODUCTS.**
- 16. **NO OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THE FOREGOING TWO PARAGRAPHS, THERE ARE NO WARRANTIES MADE WITH RESPECT TO THE FURNISHING OF INSTALLATION SERVICES OR MATERIALS BY DEALER OR ITS AFFILIATED ENTITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
- 17. **LIMITATION OF REMEDIES: IN NO EVENT SHALL DEALER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. CUSTOMER ACKNOWLEDGES THAT ENFORCEMENT OF THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER. CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES AND LIABILITIES, EXPRESS OR IMPLIED, AND ACKNOWLEDGES THAT NEITHER DEALER NOR ITS AFFILIATED ENTITIES SHALL HAVE ANY LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.**
- 18. **Applicability; Conflicting Provisions and Order of Precedence:** These Standard Terms and Conditions shall govern and apply to any purchases, whether for materials or services, made by Customer from Dealer, or any division, affiliate or predecessor thereof, at any time whatsoever, whether past, present or future. In the event that any of these Standard Terms and Conditions conflict with terms of any other existing or future agreement between Dealer and Customer, including, without limitation, any work orders, purchase orders or other documents issued by Customer relating to any material purchases, installation services or jobs (whether or not signed by Dealer), then in each instance, these Standard Terms and Conditions shall prevail in all respects, notwithstanding any language in such other agreement or document to the contrary. Customer hereby acknowledges that this provision is a material inducement to Dealer in establishing a trade account for Customer and extending any payment terms or credit to Customer.
- 19. Changes to these terms and conditions will be posted on our website at BuildwithBMC.com/terms-of-sale.

PLEASE ATTACH A COPY OF THE CUSTOMER'S LATEST FINANCIAL STATEMENT AND PROFIT & LOSS STATEMENT

THE CUSTOMER ACKNOWLEDGE(S) & AGREE(S) TO THE TERMS OF THIS AGREEMENT. BY EXECUTING THIS CREDIT APPLICATION/SALES AGREEMENT, THE UNDERSIGNED JOINTLY AND SEVERALLY AGREE(S) THAT CUSTOMER WILL COMPLY WITH ALL PROVISIONS HEREOF, AND WILL PAY ALL SUMS AND CHARGES ON THIS OR ANY PAST, PRESENT OR FUTURE ACCOUNT OPENED AND/OR MAINTAINED IN ANY ACCOUNT NAME, REGARDLESS OF THE CAPACITY IN WHICH SIGNED.

THE CUSTOMER GRANT(S) BMC PERMISSION TO INVESTIGATE/VERIFY CREDIT INFORMATION. DEALER IS NOT REQUIRED TO ACCEPT PAYMENT OF ANY ACCOUNT BALANCE BY THE USE OF CREDIT CARDS. BUT IN THE EVENT IT AGREES TO ACCEPT SUCH PAYMENT OF AN ACCOUNT BALANCE BY CC, THERE MAY BE ADDITIONAL FEES. APPLICANT AND ITS AGENT(S) AND GUARANTOR(S) HEREBY AUTHORIZE ANY AND ALL BANKS, FINANCIAL INSTITUTIONS, AND OTHER CREDIT REPORTING AGENCIES TO FURNISH CREDIT INFORMATION TO BMC TO BE USED FOR THE PURPOSE OF EXTENDING CREDIT TO THE APPLICANT. ELECTRONIC COPIES OF THIS APPLICATION WILL BE CONSIDERED THE ORIGINAL DOCUMENT.

ELECTRONIC RECORDS AND SIGNATURE DISCLOSURES

By signing this Credit Application, Customer consents to do business electronically and has the necessary software to access the document electronically. To access this document electronically, Customer must have internet access, an internet browser, and email access. Customer may withdraw consent to do business electronically at any time. However, all terms and provisions in the Credit Application shall remain in effect and be fully enforceable by Dealer in a court of law or otherwise. If Customer withdraws consent to do business electronically but desires to continue doing business with Dealer, Customer shall be required to sign a paper copy of the Credit Application and mail such copy to Dealer. Customer acknowledges that Dealer may request to have the electronic document made available on paper or in non-electronic form.

SIGNATURE	TITLE	SIGNATURE	TITLE
NAME <i>(Please print)</i>	DATE	NAME <i>(Please print)</i>	DATE

UNCONDITIONAL PERSONAL GUARANTY

For good value and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce BMC West, LLC; BMC East, LLC and/or any direct or indirect parent, subsidiary or affiliate thereof (individually and collectively, along with their respective, predecessors, successors and assigns, hereinafter "BMC") to extend credit to the customer executing this instrument ("Customer"), the undersigned Guarantor(s) (collectively, "Guarantor") does hereby unconditionally guarantee the due and punctual payment to BMC of any and all of Customer's liabilities and obligations ("Obligations") owed to BMC, whether now existing or hereafter arising, when the same become due, whether by alteration or revocation of Customer's credit line or otherwise. If there is more than one Guarantor, this Guaranty shall be and is a JOINT and SEVERAL obligation. Guarantor hereby waives all notice, presentment for payment, demand, protest, notice of protest, nonpayment and dishonor. Each Guarantor further waives any requirement that any action be brought against the Customer or that resort be had first against any other Guarantor or any collateral or other security before enforcement of this Guaranty.

Guarantor agrees that all guarantors, sureties, and endorsers shall be jointly and severally bound and liable under this Guaranty. The release of any one or more guarantors or the securing or release of any guarantors, sureties or endorsers or the taking or release, in whole or in part, of any other collateral as security for this instrument shall not release, alter or otherwise affect Guarantor's liability hereunder. Furthermore, Guarantor agrees that the extension, modification or amendment of any terms of Customer's Obligations, with or without notice to Guarantor, shall not release, alter or otherwise affect Guarantor's liability hereunder in any manner whatsoever. This is an unconditional, continuing Guaranty of payment and performance and not of collection.

In the event BMC or the holder of this instrument initiates any legal proceedings or incurs any costs or expenses, including but not limited to attorney's fees, in exercising or enforcing any of BMC's rights or remedies under the Credit Application, Guaranty & Master Sales Agreement ("Agreement"), Guarantor agrees such costs and expenses, including attorney's fees, may be added to the balance due and Guarantor shall be liable for payment of BMC's costs, expenses and attorney's fees as an additional obligation under this Guaranty.

Guarantor hereby consents to and authorizes BMC to use or obtain from time to time one or more non-business consumer credit reports on Guarantor, as principal, proprietor and/or guarantor, in connection with the extension or continuation of business credit as contemplated by the Agreement or for any other purpose permissible under the Federal Fair Credit Reporting Act and/or other applicable law.

This guaranty shall be deemed made upon the execution and delivery hereof by Guarantor, upon each extension of credit by BMC to Customer and upon each incurrence of any Obligations by Customer.

THIS IS A PERSONAL OBLIGATION; DO NOT USE CORPORATE OR OTHER ENTITY TITLES.

PERSONAL GUARANTORS

SIGNATURE	DATE	SIGNATURE	DATE
NAME <i>(Please print)</i>	SOCIAL SECURITY NO.	NAME <i>(Please print)</i>	SOCIAL SECURITY NO.

STREET ADDRESS

CITY STATE ZIP

WITNESS