

TUCKER MATERIALS, INC.

101 Bi-Lo Blvd.
Greenville, SC 29607
864-297-9181
Fax: 864-297-1504

215 Old Airport Road
Fletcher, NC 28729
828-684-5400
Fax: 828-684-5448

151 Derrick Road
Spartanburg, SC 29303
864-814-2600
Fax: 864-814-3900

205 Chapman Road
Anderson, SC 29625
864-964-9494
Fax: 864-964-8252

Acoustical Division
864-297-9115
Fax: 864-297-9195

CONFIDENTIAL CREDIT APPLICATION

Sales Representative _____
Full Legal Name of Business _____ Corporation Partnership
Street Address _____ Sole Proprietor Government Agency
City _____ State _____ Zip _____ Other Limited Liability Company (LLC)
Mailing Address (P.O. Box) _____ D&B Rating _____
City _____ State _____ Zip _____ Current Financial Statement Attached?
Business Phone _____ Fax _____ Yes No
Home Office _____ Mobile Phone _____ (If No Explain) _____
E-Mail _____ Type of Business _____ How Long in Business? _____ yrs.

COMPANY OFFICERS OR PARTNERS (Attach additional page if necessary)

| Name | Title | Social Security Number | Phone |
|----------------|-------|------------------------|-------|
| Street Address | City | State | Zip |
| Name | Title | Social Security Number | Phone |
| Street Address | City | State | Zip |

If Subsidiary, Name of Parent Company _____
Address _____ City _____ State _____ Zip _____

BANKING INFORMATION

1. Name _____ Address _____ () Checking
Name of Officer or Manager Handling Account _____ () Loans
2. Name _____ Address _____ () Checking
Name of Officer or Manager Handling Account _____ () Loans

TRADE REFERENCES

Name _____ Acct. No. _____ Phone: _____
Address _____ City _____ State _____ Zip _____
Name _____ Acct. No. _____ Phone: _____
Address _____ City _____ State _____ Zip _____
Name _____ Acct. No. _____ Phone: _____
Address _____ City _____ State _____ Zip _____

Applicant hereby agrees to the Terms and Conditions set forth on the reverse side.

Applicant: (insert name of business if applicable) _____

Title: _____ **Date:** _____ **Signature:** _____

SEE REVERSE SIDE – SIGNATURE REQUIRED

CREDIT AGREEMENT

TERMS AND CONDITIONS OF SALE

STATEMENT: In consideration of credit being extended by Tucker Materials, Inc., the Applicant agrees: (1) that the information contained herein is being relied upon by Tucker Materials, Inc. for the extension of credit; (2) that the information stated in the credit application is true and correct; (3) that it will make payment by the 10th of the month following date of purchase; (4) that it understands that Tucker Materials, Inc.'s billing date is the last day of each month and is subject to change.

CHARGE SALES: If Tucker Materials, Inc. (hereinafter referred to as "Seller") elects to extend credit to the Applicant (hereinafter referred to as "Buyer"), all invoices are due and payable on or before the 10th day of the month next following the month of purchase. A late payment charge of 1½% per month will be added to all past due amounts for balances over 30 days old. In case Buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting its business or property is instituted against Buyer, or if Buyer fails to pay Seller's invoices when due, Seller shall at its option, be free to curtail or discontinue its sales or deliveries. In addition, Buyer shall be responsible and obligated to pay all costs and other expenses incurred by Seller in the collection and liquidation of Buyer's account, including reasonable attorneys fees.

DELIVERY AND PURCHASE: Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, Seller may, at its option, deliver the same, and the driver's signature and statement in writing as to the articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become that sole responsibility of the Buyer thereafter and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle, even if Seller loads or helps load materials in or upon Buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Buyer's vehicle.

MATERIALS RETURNED: Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. Authorized returns in good condition are credited at the original invoice price less 20% to cover handling fees, service charges and other expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

WARRANTIES: SELLER WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HEREUNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSES FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION EXCEPT AS SET FORTH HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS WARRANTY MUST BE RECEIVED BY THE SELLER WITHIN ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER AT ITS SOLE OPTION, TO (1) REFURBISHING THE MATERIALS SUPPLIED WHICH HAVE BEEN FOUND IN BREACH OF THIS WARRANTY, OR (2) REFUNDING THE PURCHASE PRICE PAID FOR THE SAID MATERIALS OR GOODS UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS WARRANTY.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

GUARANTY AGREEMENT

In consideration of the extension of credit to the Applicant, when and as it deems appropriate, by Tucker Materials, Inc., the undersigned jointly and severally, do hereby absolutely and unconditionally guarantee payment of whatever amount the Applicant, named on the reverse side hereof, shall at any time be due to Tucker Materials Inc. on account of goods and materials hereafter sold, delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty, covering any number of transactions, and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions thereof, to which the undersigned hereby expressly consents. This is a guaranty of payment and not of collection. This guaranty may be terminated only by written notice (sent via Certified Mail, Return Receipt Requested). This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Tucker Materials, Inc. and any such termination shall not in any manner affect the Guarantor's liability as to any indebtedness contracted for prior to receipt of such notice by Tucker Materials, Inc. The undersigned further agree to pay all expenses and cost of collection, including court costs and reasonable attorneys fees, which may be incurred by Tucker Materials, Inc. in collection of any amounts owed by the Applicant or in enforcing this Guaranty.

EACH OF THE UNDERSIGNED PERSONAL GUARANTOR(S), RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTY AND THE CREDIT APPLICATION, HEREBY CONSENT TO AND AUTHORIZE, THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY TUCKER MATERIALS, INC. FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

I swear or affirm that I have received, read and understand the preceding Terms and Conditions and agree to be bound by the same.

Executed at _____ this _____ day of _____, the year of _____

| | | | |
|---------|------|-------------------------------|------|
| Witness | Date | Guarantor (sign individually) | Date |
|---------|------|-------------------------------|------|

| | | | |
|---------|------|-------------------------------|------|
| Witness | Date | Guarantor (sign individually) | Date |
|---------|------|-------------------------------|------|

THE UNDERSIGNED INDIVIDUAL, WHO IS A PRINCIPAL OF THE APPLICANT, RECOGNIZING THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO, AND AUTHORIZES, THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY TUCKER MATERIALS, INC. FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
|-----------|------|-----------|------|

ALL SIGNATURES MUST BE WITNESSED BY A TUCKER MATERIALS EMPLOYEE OR NOTARY PUBLIC