



BUSINESS CREDIT APPLICATION AND AGREEMENT

Section I: COMPANY INFORMATION

| | | | |
|---|--------------------|---|-----------|
| LEGAL BUSINESS NAME | | | |
| BUSINESS ADDRESS | CITY | STATE | ZIP |
| BILLING ADDRESS (if different as above) | | CITY | STATE ZIP |
| PHONE | FAX | EMAIL | |
| CHECK ONE: | CORPORATION | PARTNERSHIP | LLC OTHER |
| TYPE OF BUSINESS | | HOW LONG IN BUSINESS (years) | |
| COMPANY EIN | CONTRACTOR LICENSE | TAX EXEMPT ID# (attach tax exemption certificate) | |
| BANK | ACCOUNT# | CONTACT PERSON | PHONE |
| ADDRESS | CITY | STATE | ZIP |
| MAKING ORDER CONTACT | PHONE | | |
| ACCOUNTS PAYABLE CONTACT | PHONE | | |

Section II: OWNERS OR OFFICERS

| | | |
|------------------------------|-------|----------------------|
| NAME | TITLE | SOCIAL SECURITY No.: |
| HOME ADDRESS (no P.O. boxes) | DOB | CELL PHONE: |
| NAME | TITLE | SOCIAL SECURITY No.: |
| HOME ADDRESS (no P.O. boxes) | DOB | CELL PHONE: |
| NAME | TITLE | SOCIAL SECURITY No.: |
| HOME ADDRESS (no P.O. boxes) | DOB | CELL PHONE: |

1. Have you or any officers at the company ever done business under another name and/or in a different state?
 Yes No If so, name and address

2. Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years?
 Yes No If so, when and where

3. Have you or any of the officers of the company ever done business with ALFA TRUST before?
 Yes No When and under what name?

Section III TRADE CREDIT REFERENCES

| | | | |
|--------------|----------------|-------|----------|
| COMPANY NAME | CONTACT PERSON | PHONE | ACCOUNT# |
| COMPANY NAME | CONTACT PERSON | PHONE | ACCOUNT# |
| COMPANY NAME | CONTACT PERSON | PHONE | ACCOUNT# |

Section IV SIGNATURES

In signing this Agreement I (we) acknowledge that I (we) have read and fully understand the Standard Terms and Conditions set forth on the second page of this Agreement and agree to be bound by all of the terms and conditions set forth therein. I (we) hereby represent and warrant that I (we) am authorized to enter into this Agreement on behalf of the business. I (we) also agree to pay all purchases within the term set. If the above business is other than an individual, the undersigned agrees to be personally responsible and pay for any purchases made by such business pursuant to this Agreement. The undersigned hereby gives a personal guarantee and acts as a payment bond surety for the applicant. If it becomes necessary to effect collections, both I (we) and the business will pay reasonable attorney fees, agency fees and court costs. A designation of payment is required on jobs where real property has been improved. If no designation is made, payment will be applied to the oldest unpaid balance. This Agreement will remain in effect until a new agreement is received and approved by an authorized manager or until revoked in writing by certified mail or overnight delivery regardless of any subsequent change in the legal status of the account.

| | |
|--------------------------|--------------------------|
| APPLICANTS SIGNATURE (1) | APPLICANTS SIGNATURE (2) |
| TITLE | TITLE |
| PRINTED NAME OF SIGNER | PRINTED NAME OF SIGNER |
| DATE OF SIGNATURE | DATE OF SIGNATURE |

TERMS AND CONDITIONS:

These Standard Terms and Conditions, Applicant's Credit Application, and ALFA TRUST's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Applicant from ALFA TRUST. This Agreement, and any other documents prepared by ALFA TRUST for Applicant in connection with Applicant's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Applicant, whether by purchase order or otherwise, are hereby objected to by ALFA TRUST and shall have no effect on, and not become part of, this Agreement.

Authorization for Credit Review. Applicant hereby authorizes ALFA TRUST to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any other credit bureaus, creditors of Applicant trade references, banks or other financial Institutions to supply ALFA TRUST such information as ALFA TRUST deems necessary to assist it in its consideration of the Credit Application.

Payments and Interest. If this Credit Application Is accepted, Applicant agrees, to pay in full the invoice price of all purchases now or hereafter made from ALFA TRUST promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance, including amounts post judgement, which will prevail over the statutory rate, calculated at the rate of the lesser of (a) one and one-half percent (1½ %) per month specifically, or (b) the highest rate allowed by law. If Applicant should fail to fulfill any of its obligation under this Agreement, or if ALFA TRUST, in good faith deems itself insecure because the prospect of payment is impaired, or the prospect of performance of any provision of the Agreement is impaired, or if a default occurs for any other reason provided in this Agreement then ALFA TRUST, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Should it become necessary to place this account for collection, suit or other legal proceedings, (I) (we), the undersigned, agree to pay all costs and expenses of collection suit or other legal action, including reasonable attorney fees, and if necessary appellate attorney fees. Applicant hereby waives any and all privileges and rights which (I) (we) may have under Chapter 47, Florida Statutes relating to venue, as they now exist or may hereafter be emended and waive the right to trial by jury, and further. (I) (we) the undersigned, agree that any legal action brought for collection of past-due accounts and/or action arising from this Agreement, may be brought in the court of competent jurisdiction in Miami Dade County, Florida.

Default. If Applicant is in default under this Agreement or any of its contracts or obligations with ALFA TRUST, ALFA TRUST may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.

Warranty and Claims. All warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose ALFA TRUST shall not be liable (directly or indirectly) under any circumstances for consequential, incidental, special or any other type of damages arising or resulting from a breach of warranty, or breach of contract or any other claims relating to the sale, handling, or use of the goods sold. ALFA TRUST's liability hereunder, and Applicant's and/or Guarantor's exclusive remedies hereunder, either for breach or warranty, breach or contract, foil negligence, or for any other claims, is expressly limited to the giving of credit for replacement materials only to the extent of the purchase price for the materials. ALFA TRUST must be given written notice, identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods by buyer. ALFA TRUST must also be given the opportunity to inspect the allegedly defective goods, and if requested by ALFA TRUST, the allegedly objective goods must be returned to ALFA TRUST. Failure to give the required notice within the time provided or failure to return an allegedly defective good to ALFA TRUST following ALFA TRUST's request constitutes a waiver of a claim for credit off replacement. ALFA TRUST's responsibility to give credit or replacement is limited to the extent of the original purchase price of the goods. No credit for good returned by applicant and/or guarantor shall be given without ALFA TRUST's written authorization.

Delays. If ALFA TRUST is unable to complete delivery of any part of an order, Applicant shall accept such part of the order as ALFA TRUST is able to deliver and Applicant shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event ALFA TRUST shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond ALFA TRUST's reasonable control whether of a similar or dissimilar nature to the foregoing, ALFA TRUST shall not be liable to Applicant for any damages incurred by Applicant as a result of any such delay or failure.

Waiver. ALFA TRUST may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to ALFA TRUST.

Provision Information. Applicant is required to provide ALFA TRUST, upon request. Information regarding bonding companies, general contractors, or owners, for the purpose of serving preliminary notices, claims on payment bonds, or construction liens pursuant to Chapter 713, Florida Statutes.

Accuracy of Information. Applicant certifies that any and all information now or hereafter supplied to ALFA TRUST by Applicant, or at Applicant's request by instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify ALFA TRUST of any change in such information supplied, and of any change in Applicant's residence, primary place of business or mailing address.

Notice. Any notice sent to ALFA TRUST shall be in writing and sent by Certified Mail, postage prepaid, to the ALFA TRUST office.

Legal Business Name

APPLICANT

By:

Name of signer (Applicant Individually and Corporately Title)

Date:

Printed Name: