

BOYD CONSTRUCTION SPECIALTIES, INC.
2405 E. 17TH ST., PANAMA CITY, FL 32405
TEL: (850) 873-9929 Fax: (850) 872-0074
CREDIT AGREEMENT

YOUR NAME: _____ **SS#:** _____ **DATE:** _____

DRIVERS LICENSE: # _____ **STATE ISSUED:** _____ **DATE OF BIRTH:** _____

BUSINESS NAME: _____ **HOW LONG?** _____

ADDRESS (Mailing): _____

ADDRESS (Physical): _____

I PREFER MY INVOICES TO BE **MAILED** (OR) **E-MAILED** (OR) **FAXED**

Accounts Payable Contact: _____ **E-mail Address:** _____

PHONE #: _____ **FAX #:** _____ **CELL #:** _____ **SLinc/Nextel#** _____

BUSINESS IS: **CORPORATION** **PARTNERSHIP** **SOLE PROPRIETORSHIP** **FEIN#:** _____

OFFICERS OR PRINCIPALS: _____ **TITLE:** _____ **SOCIAL SECURITY # :** _____

| COMPANY TRADE REFERENCES: | PERSON TO CONTACT | PHONE # / FAX # |
|----------------------------------|--------------------------|------------------------|
| _____ | _____ | _____ / _____ |
| _____ | _____ | _____ / _____ |
| _____ | _____ | _____ / _____ |

The undersigned acknowledges that BOYD CONSTRUCTION SPECIALTIES, INC. in consideration for credit, has relied on the truthfulness thereof and the undersigned hereby certifies that the above information is true and correct to the best of his/her knowledge and belief. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

The undersigned acknowledges that orders pursuant to this agreement are controlled by the terms of this agreement. The undersigned further acknowledges that while orders may be placed by written purchase order, that the terms of such purchase order do not control. Rather, the terms of this credit agreement shall control. Seller shall treat any purchase orders given by the Buyer as a placement of an order, and the only terms within such purchase orders that shall be deemed to be a part of the sales contract shall be the description of the goods ordered, and the quantity of the goods ordered. Also, the undersigned consents to an 18% APR or 1 1/2% per month finance charge on amounts past due. The undersigned further consents and agrees that the venue for any action brought against the undersigned and/or any corporation or other entity for whom the undersigned may act in purchasing from BOYD CONSTRUCTION SPECIALTIES, INC.

Should either party to this agreement be required to take legal action to enforce the payment obligations under this agreement, the prevailing party shall be entitled to recovery of a reasonable attorney's fee and all costs, including both "taxable" costs and non-taxable costs. Attorney's fees to be awarded to the prevailing party shall include, without limitation, all fee and all costs (taxable and non-taxable) incurred in finalizing a supplemental judgment for attorneys fees, both as to entitlement, as well as establishment of the amount of fees to be awarded. The parties acknowledge that a reasonable fee may be greater, and in some instances several times greater, than the contract balances owed.

SELLER WARRANTS THAT THE PRODUCT SHALL CONFORM TO THE DESCRIPTION ON THE DELIVERY TICKETS/INVOICES. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY THE SELLER. BUYER ACKNOWLEDGES THAT THIS LIMITATION OF WARRANTIES IS COMMERCIALY REASONABLE, AND THAT THE PRICE OFFERED BY THE SELLER REFLECTS THESE LIMITATIONS. BUYER FURTHER ACKNOWLEDGES THAT THIS LIMITATION IS A "BARGAINED FOR" PROVISION OF THE SALES CONTRACT, AND THAT ABSENT THIS PROVISION; THE SELLER WOULD NOT HAVE ENTERED THIS CONTRACT.

SELLER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF BUYER IS AN ACTION FOR DAMAGES BASED ON THE UNPAID BALANCE, PREJUDGMENT INTEREST AND ATTORNEY'S FEES AND COSTS AS PROVIDED HEREIN. BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY SELLER IS AN ACTION FOR REFUND OF THE SALES PRICE PAID, TOGETHER WITH INTEREST AND ATTORNEY'S FEES AND COSTS AS PROVIDED HEREIN. BOTH PARTIES WAIVE ANY CLAIM FOR CONSEQUENTIAL DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION IS COMMERCIALY REASONABLE, AND THAT ABSENT THIS LIMITATION THEY WOULD NOT HAVE ENTERED INTO THIS SALES CONTRACT.

THIS IS AN IMPORTANT LEGAL DOCUMENT WHEN EXECUTED AND YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY IF NOT UNDERSTOOD. YOU ARE PERSONALLY LIABLE FOR PAYMENT TO BOYD CONSTRUCTION SPECIALTIES, INC. FOR ITEMS OR SUPPLIES CHARGED AFTER EXECUTION OF THIS APPLICATION.

***** IF ACCOUNT FALLS 30 OR MORE DAYS PAST DUE, I AUTHORIZE BOYD CONSTRUCTION SPECIALTIES, INC. TO CHARGE THE DELINQUENT AMOUNT TO THE FOLLOWING CREDIT CARD:

Discover~M/C~VISA~AMEX#: _____ **EXPIRATION DATE:** ____//____

X _____ **X** _____

*Electronic Funds Transfer
Authorization Form
For Paying "Check By Phone"*

1. I the undersigned, certify that I am a signer on the account listed below with the authority to grant this authorization.
2. I the undersigned, certify that BOYD CONSTRUCTION SPECIALTIES INC. or any agents of BOYD CONSTRUCTION SPECIALITES is authorized to debit the account referenced below via draft (ACH) or other Electronic Funds Transfers (EFT).
3. I the undersigned, certify that the bank referenced below is hereby requested, authorized and directed to honor and treat as authorized, checks, drafts or moneys drawn in my name in accordance with this authorization.
4. I the undersigned, certify that in the event any such draft or EFT is returned unpaid, I agree to have the account referenced below debited electronically or otherwise drafted for an item fee of \$25.00 plus any applicable taxes.
5. I the undersigned, (if checked) authorize BOYD CONSTRUCTION SPECIALTIES, INC. .to initiate recurring EFT drafts on the account to pay outstanding balances and obligations as they become due.
6. I the undersigned, certify that this authorization shall remain in effect and the authority herein given to BOYD CONSTRUCTION SPECIALTIES, INC. .shall remain irrevocable until BOYD CONSTRUCTION SPECIALTIES, INC. .receives written notice of revocation of such authority. Revocation shall not affect any action taken prior to receipt of such notice.

Customer/Company Name: _____

Street Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____

Bank Name: _____

ABA/Transit Routing # : _____ Account Number: _____

Authorized Signature: _____

Name/Title: _____ Date: _____

Email Address: _____

BOYD CONSTRUCTION SPECIALTIES, INC.
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**AUTHORIZATION FOR RELEASE
OF BANKING INFORMATION**

To:

Bank Name

Address

Phone number//Fax number

ACCOUNT NUMBER(S):

REGARDING

Company Name

Company Name

I hereby authorize release of banking information to Boyd Construction Specialties, Inc. for the sole purpose of establishing or updating my account with Boyd Construction Specialties, Inc.

Sincerely,

Signature, Title

Date: _____