

**BOYD CONSTRUCTION SPECIALTIES, INC.**  
**2405 E. 17<sup>TH</sup> 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 # :** \_\_\_\_\_

<b>COMPANY TRADE REFERENCES:</b>	<b>PERSON TO CONTACT</b>	<b>PHONE # / FAX #</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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** \_\_\_\_\_