



Eleven (11) Locations

**Illinois**  
 1099 Greenleaf Ave.  
 Elk Grove Village, IL 60007  
 847-303-9800  
 30 W 386 Butterfield Rd.  
 Warrenville, IL 60555  
 630-393-1901

**Wisconsin**  
 11619 W. Dixon St.  
 Milwaukee, WI 53214  
 414-774-4100  
 3210 N. Zuehlke Dr.  
 Appleton, WI 54911  
 920-739-3900

**Ohio**  
 3274 Spring Grove Ave.  
 Cincinnati, OH 45225  
 513-723-1150  
 3393 Needmore Rd.  
 Dayton, OH 45414  
 937-223-0737

**Indiana**  
 5425 Oak Grove Rd.  
 Evansville, IN 47715  
 812-476-2757

**Kentucky**  
 164 Trade St.  
 Lexington, KY 40511  
 859-231-6150  
 419 State St.  
 Bowling Green, KY 42101  
 270-846-2556  
 403 MacLean Ave.  
 Louisville, KY 40209  
 502-368-2556  
 1515 E. 9th St.  
 Owensboro, KY 42303  
 270-683-6677

**CREDIT APPLICATION**

**TERMS & CONDITIONS & GUARANTEE**

NEW  UPDATED

**COMPANY INFORMATION**

LEGAL NAME OF BUSINESS \_\_\_\_\_ P.O. BOX \_\_\_\_\_  
 STREET NUMBER \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTY \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
 YEARS IN EXISTENCE \_\_\_\_\_ PURCHASE ORDER REQUIRED:  YES  NO A/P CONTACT \_\_\_\_\_  
 TYPE OF BUSINESS:  PROPRIETORSHIP  PARTNERSHIP  CORP  LLC FED ID # \_\_\_\_\_

**PRINCIPAL OWNERS / STOCKHOLDERS / OFFICERS**

NAME _____	NAME _____
HOME ADDRESS _____	HOME ADDRESS _____
CITY _____	CITY _____
PHONE _____ TITLE _____	PHONE _____ TITLE _____
CELL # _____ S.S. # _____	CELL # _____ S.S. # _____

**BANK INFORMATION**

NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ BANK OFFICER CONTACT \_\_\_\_\_  
 CITY \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**TRADE REFERENCES**

NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
CITY/STATE _____	CITY/STATE _____
ZIP _____	ZIP _____
PHONE _____ FAX _____	PHONE _____ FAX _____
NAME _____	NAME _____
ADDRESS _____	ADDRESS _____
CITY/STATE _____	CITY/STATE _____
ZIP _____	ZIP _____
PHONE _____ FAX _____	PHONE _____ FAX _____

LISTED IN DUNN & BRADSTREET? \_\_\_\_\_ RATING \_\_\_\_\_  
 HAS EITHER APPLICANT, ANY OFFICER OR SHAREHOLDER OF APPLICANT, OR ANY COMPANY  
 IN WHICH YOU HAD OWNERSHIP INTEREST EVER FILED BANKRUPTCY OR BECOME INSOLVENT?  YES  NO  
 IF YES, EXPLAIN: \_\_\_\_\_  
 IS APPLICANT PRESENTLY A PARTY TO ANY LAWSUITS?  YES  NO  
 IF YES, EXPLAIN: \_\_\_\_\_



# NexGen BUILDING SUPPLY



## SALES AND USE TAX INFORMATION

CHECK ONE (NEXGEN IS REQUIRED BY LAW TO OBTAIN A TAX EXEMPTION CERTIFICATE FOR ANY TAX EXEMPT SALES.)

- NONE OF OUR PURCHASES ARE TAX EXEMPT.
- ALL OF OUR PURCHASES ARE TAX EXEMPT. OUR TAX EXEMPT NUMBER IS \_\_\_\_\_ .  
OUR EXEMPTION CERTIFICATE IS ENCLOSED.
- SOME OF OUR PURCHASES ARE TAX EXEMPT. WE WILL SPECIFY EXEMPT ITEMS AT THAT TIME.  
OUR TAX EXEMPT NUMBER IS \_\_\_\_\_ . OUR TAX EXEMPT CERTIFICATE IS ENCLOSED.
- SOME OF OUR JOBS ARE TAX EXEMPT. WE WILL SUBMIT TAX EXEMPT CERTIFICATES FOR THESE JOBS.

CUSTOMER AGREES TO ALLOW NexGen TO CHARGE ACCOUNTS PAST DUE 60 DAYS OR MORE TO THE FOLLOWING CREDIT CARD (VISA / MASTER CARD)

CARD ISSUER: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

NAME OF CARD HOLDER: \_\_\_\_\_

(PLEASE ATTACH COPY OF CREDIT CARD)

WE UNDERSTAND THAT YOUR TERMS OF SALE WILL BE NET 30 DAYS FOLLOWING DATE OF PURCHASE. IN CONSIDERATION OF OPEN ACCOUNT TERMS WITH NEXGEN BUILDING SUPPLY APPLICANT AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH. THIS APPLICATION AND INFORMATION CONTAINED HEREIN IS A REQUEST FOR THE EXTENSION OF CREDIT. NEXGEN BUILDING SUPPLY RESERVES THE RIGHT TO WITHDRAW CREDIT PRIVILEGES AT ANY TIME IF ACCOUNT IS NOT PAID WITHIN TERMS. NEXGEN BUILDING SUPPLY HAS THE OPTION OF PLACING THE ACCOUNT ON CREDIT HOLD UNTIL PAID OR CLOSING THE ACCOUNT. FINANCE CHARGES OF 1-1/2% PER MONTH, 18% PER ANNUM WILL BE CHARGED ON PAST DUE ACCOUNTS. APPLICANT AGREES AT ALL TIMES TO KEEP NEXGEN INFORMED AS TO THE PROJECTS WHERE THE MATERIALS ARE BEING DELIVERED, INCLUDING NAME AND ADDRESS OF OWNER, PROPERTY LOCATION AND DESCRIPTION, GENERAL CONTRACTOR'S NAME AND ADDRESS, AND NOTICE OF COMMENCEMENT.

THE APPLICANT AUTHORIZES NEXGEN BUILDING SUPPLY TO OBTAIN WRITTEN OR ORAL CREDIT REPORTS FROM ANY CREDIT REPORTING AGENCY. THE APPLICANT AUTHORIZES THE BANK OR BUSINESS WITH WHOM THE APPLICANT HAS CURRENT OR INACTIVE EXPERIENCE TO GIVE ANY AND ALL NECESSARY INFORMATION TO NEXGEN SUPPLY WHICH WILL ASSIST IN THE CREDIT INVESTIGATION.

APPLICANT HEREBY AGREES TO PAY ALL COLLECTION FEES, INCLUDING COURT COST AND ATTORNEY FEES SHOULD THIS ACCOUNT BE PLACED FOR COLLECTION AT ANY TIME FOR ANY REASON.

\_\_\_\_\_  
SIGNATURE OF APPLICANT OR REPRESENTATIVE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

MUST BE SIGNED BY AN OWNER OR OFFICER OF THE COMPANY FOR THIS APPLICATION TO BE PROCESSED.



NexGen BUILDING SUPPLY



**PERSONAL GUARANTEE**

THE UNDERSIGNED DO INDIVIDUALLY GUARANTEE THE PAYMENT OF THE ACCOUNT OF

\_\_\_\_\_. IN THE EVENT THIS ACCOUNT BECOMES DELINQUENT, APPLICANT AGREES TO PAY ALL REASONABLE COST, EXPENSES AND COLLECTION FEES, INCLUDING ATTORNEY FEES SHOULD LITIGATION BE REQUIRED.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**CREDIT TERMS**

The Applicant (hereinafter referred to as "Customer") hereby applies for credit with HWZ Distribution Group, LLC, DBA NexGen Building Supply, (hereinafter referred to as "NexGen"), according to the terms and conditions set forth below. If NexGen approves this credit application and extends credit, Customer agrees to be bound by the following terms and conditions in connection with the purchase of all materials and supplies from NexGen on a credit basis. Purchase on credit as used herein shall mean all purchases where payment is not made by cash or cash equivalent at the time of delivery of the materials or supplies. Customer agrees that the terms and conditions set forth below shall take priority over any other provisions on the same matters contained in any purchase orders or contract documents previously or subsequently entered into.

Customer shall pay all invoices within the terms printed on the face of the invoice. A cash discount may be offered at a rate established by NexGen for prompt payment. This discount will be printed on the face of the invoice. Any Customer that abuses the discount privilege by taking a discount when payment is not made within discount terms, forfeits the right to claim any future discounts and NexGen may, at its option, terminate credit of Customer or revoke the discount privilege. Customer agrees to pay NexGen an interest charge on all past due amounts at the rate specified in the terms set forth on the reverse side of this Agreement, which rate shall not exceed the applicable State usury limit, and said charge shall become a part of Customer's outstanding balance.

Customer acknowledges that it has special skill and knowledge in the selection and use of the material to be purchased from NexGen and expressly disclaims any reliance upon any statements or representations made or to be made by NexGen regarding the sale of any material. Customer also waives any liability upon NexGen for any direct, special, or consequential damage that Customer may suffer.

The warranty of NexGen on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which Customer accepts this warranty in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise, NexGen, not being the manufacturer of the material, nor the manufacturer's agent, makes no warranty against patent or latent defects in materials, workmanship or capacity of the material, or warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on NexGen, said liability shall not exceed the contract price for the material purchased and shall not include any amount for consequential or exemplary damages.



# NexGen BUILDING SUPPLY



## CREDIT TERMS (Continued)

If Customer fails to pay pursuant to the terms of this Agreement and NexGen elects to take legal action to collect this Account, Customer shall pay all costs incurred by NexGen including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. JURISDICTION AND VENUE FOR ANY MATTER IN DISPUTE SHALL BE IN THE COUNTY OF THE NEXGEN FACILITY WHERE THIS APPLICATION HAS BEEN SUBMITTED, OR ANY ADJACENT COUNTY AT THE SOLE ELECTION OF NEXGEN. Customer assigns to NexGen as security for any indebtedness, incurred or to be incurred to NexGen, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment and inventory. Customer hereby appoints any representative of NexGen as its attorney-in-fact to execute and file a UCC-1 Financing Statement evidencing this assignment.

The use of Customer's purchase order or purchase order numbers is for Customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by NexGen. Absence of a purchase order or purchase order number shall not constitute grounds for non-payment.

Customer authorizes any of its employees to order material on its behalf. In the event Customer directs NexGen to deliver any material and Customer does not have a representative present at the time of delivery, Customer authorizes NexGen to leave the material at the designated place of delivery. Upon said delivery, Customer will be responsible for said material.

If Customer is not a corporation or there is a change in ownership of Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless Customer sends a written notice of said change in status by Certified Mail—Return Receipt Requested, to NexGen. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered; and (b) there are no visible defects. Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless Customer gives NexGen written notice by Certified Mail, Return Receipt Requested, within three (3) days of delivery, Customer waives any claim he may have against NexGen for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. Customer agrees to pay NexGen's customary charges for delivery and stocking. Customer agrees to pay a restocking fee of at least 15%, but not more than 20%, of the price of any material accepted for return by NexGen.

### FOR OFFICE USE ONLY

CREDIT LIMIT _____	DATE _____
CREDIT REP. _____	OFFICE MGR. _____
OFFICER _____	OFFICER _____