

Project Information Form

Builder / General Contractor (Legal Name): _____

Parent Entity of Affiliated Company: _____

Project Name: _____

Project Address / Location: _____

Name(s) of Project Owner(s): _____

Owner(s) Address: _____

Phone: _____ Fax: _____

Project Type: Pre-sold _____ Spec _____ Reno _____

House Type: Singles _____ Semi's _____ Towns _____ High-rise _____

Number of Units/Lots: _____ Number of units required per month: _____

Average value of cabinets per unit/lot: _____ Total value of cabinets required: _____

Schedule of Cabinet Deliveries: Start Date _____ End Date _____

Form of Agreement: Contract _____ Purchase Agreement _____ Purchase Order _____

Approximate Project Value: _____ Percentage completed to date: _____

Project Financing: Name of Lender(s): _____

Account/Reference #: _____

Contact Name: _____ Phone: _____

Bonds in place: Payment Bond _____ Performance Bond _____ Other _____

Name of Surety/Bonding Company: _____

Contact Name: _____ Phone: _____

The above information is provided to the best of my knowledge:

Name: _____ Title: _____ Phone: _____

Signature: _____ Date: _____

Founders Kitchen and Bath, Inc.

1755 Founders Parkway
Alpharetta Georgia 30004
Phone: 770-752-8118
Fax: 770-752-7565
CREDIT APPLICATION

APPLICANT/PRINCIPAL DEBTOR				
ADDRESS		CITY	STATE	ZIP
PHONE ()	FAX ()	FEDERAL ID # or SOCIAL SECURITY #		# OF YEARS IN BUSINESS
TYPE OF APPLICANT: General Residential Builder Subcontractor Other:				
TYPE OF LEGAL ENTITY: Corporate Partnership LLC Individual Other:				
TYPE OF PROJECTS NORMALLY ENGAGED IN:				
ACCOUNTS PAYABLE CONTACT NAME:		PHONE ()	E-MAIL ADDRESS:	
PO REQUIRED? YES/NO				
TYPE OF FINANCING USED: Cash Construction Loan Established Line of Credit Other:				
BANK - CONSTRUCTION LOAN OR LINE OF CREDIT		LOAN OFFICER		PHONE ()
BANK-CHECKING	ACCOUNT NUMBER	CONTACT NAME	PHONE ()	
TRADE OR CREDIT REFERENCES:				
NAME	ADDRESS	PHONE/FAX		
		()	P	
		()	F	
		()	P	
		()	F	
		()	P	
		()	F	
		()	P	
		()	F	

Applicant/Principal Debtor certifies that it is solvent and capable of meeting its obligations hereunder, and that all information (including any requested financial statements) provided to Founders Kitchen and Bath, Inc. and/or its subsidiaries and affiliates (Seller) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant/Principal Debtor agrees that all Terms and Conditions of Sale on the reverse side of this Credit Application, as the same may be amended from time to time, shall apply to all sales and extensions of credit made to Purchaser by Seller.

To induce the extension of credit to Applicant/Principal Debtor, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Applicant/Principal Debtor to Founders Kitchen and Bath, Inc. (FKB), including any costs, expenses, and 15% attorney's fees as a consequence of FKB's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for FKB to give notice to Guarantor of any extension of credit to Applicant/Principal Debtor, any renewal thereof, any modification of the terms thereof, or FKB's arrangements with any other Guarantor. Guarantor may terminate its guarantee, only in writing and sent via certified mail, as to any new extensions of credit made more than ten days after such written notice is received by FKB, but Guarantor shall remain obligated in respect to any credit extensions made within ten days, up to and including the close of business on the tenth day, after FKB's receipt of such notice. Guarantor agrees to provide financial information as reasonably requested by FKB.

(TERMS AND CONDITIONS ON REVERSE SIDE)

TERMS AND CONDITIONS

1. Applicant/Principal Debtor authorizes all financial institutions and business entities of which FKB may from time to time make inquiry to provide to FKB such financial information as FKB deems necessary to make credit decisions. FKB has no obligation to extend credit to Applicant/Principal Debtor and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event FKB, in its sole discretion, finds Applicant/Principal Debtor's financial condition to be unsatisfactory.
2. FKB will provide to Applicant/Principal Debtor an itemized invoice of each sale. If Applicant/Principal Debtor does not give written notice by certified mail to FKB within fifteen (15) calendar days from the date of such invoice of any objection to the Goods and/or Services listed, the receipt thereof, that such purchases was unauthorized or any other objection, all such objections shall be deemed waived. Applicant/Principal Debtor waives any and all right to set off claims which it may assert against FKB and/or to withhold payment to FKB based on a claim that FKB is indebted to Applicant/Principal Debtor. No claim asserted by Applicant/Principal Debtor against FKB shall relieve Applicant/Principal Debtor of its obligations to make timely payments to FKB.
3. Except as otherwise set forth in a FKB invoice, payment is due on invoice. If timely payment is not made, the account shall be past due. Applicant/Principal Debtor agrees that all amounts in past due shall bear interest at 1.5% per month pre and post judgment until paid and agrees to pay FKB, in addition to the amount due, attorney's fees of fifteen percent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is given to an attorney for collection and also to pay any and all attorney's fees and costs associated with post-judgment collection and lien preparation and recording fees. Applicant/Principal Debtor agrees that all payments shall be applied to Applicant/Principal Debtor's account as designated in writing and if not designated in writing then FKB shall apply said payment to the most outstanding invoices. This Agreement shall be deemed fully executed and performed in Gwinnett County, Georgia and will be governed and construed in accordance with the laws of Georgia. Applicant/Principal Debtor agrees to examine all invoices and statements promptly upon receipt and to notify FKB by certified mail immediately at any failure of delivery, shortage, discrepancy or error within thirty days of Applicant/Principal Debtor's receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth day of the month succeeding purchase. Use of material by Applicant/Principal Debtor shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.
4. Any waiver or non-enforcement by FKB of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default or enforcement of such term and FKB shall only be deemed to have given such waiver in writing executed by FKB providing for such waiver. If any provision of this Agreement is waived by FKB or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect if such provisions were not contained herein.
5. This Agreement contains the entire agreement and understanding between FKB and Applicant/Principal Debtor with respect to the sale of Goods and/or the performance of Services by FKB to Applicant/Principal Debtor (other than payment terms and delivery dates to be set forth in FKB invoices), supersedes all prior agreements, commitments, representations and discussions between FKB and Applicant/Principal Debtor and is not assignable by Applicant/Principal Debtor without the prior written consent of FKB. No modification, amendment of or addition to this Agreement will be binding on FKB unless modification, amendment or addition is in writing executed by FKB. Without limitation of the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant/Principal Debtor to FKB, and the terms hereof shall control notwithstanding the terms of any such documents and shipments by FKB. The terms hereof shall not be altered or interpreted by reference to any course of dealing between FKB and Applicant/Principal Debtor or industry practice. Any action by Applicant/Principal Debtor instituted against FKB arising from Goods sold or Services performed must be commenced within one (1) year from date of delivery of the subject Goods, or, in the case of Services performed, one year from the last date of Services rendered.
6. Applicant/Principal Debtor shall have (7) calendar days from the date of delivery to reject Goods and/or Services as nonconforming. Such rejection must be in writing by certified mail received by FKB within such (7) calendar days, and specify the Goods and/or Services rejected and the specific nonconformity asserted and the subject Goods must be received by FKB within ten (10) calendar days from the initial FKB delivery. All Goods and/or Services not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Goods returned must be accompanied by the original invoice or other proof of purchase by Applicant/Principal Debtor. Physical acceptance by FKB of Goods returned in no way deems an agreement by FKB of any claim by Applicant/Principal Debtor of nonconformity.
7. FKB shall have a reasonable time after receipt of proper notice of rejection of nonconforming Goods and/or Services or of revocation of acceptance of nonconforming Goods and/or Services to repair or replace the Goods, with the remedy to be selected by FKB in its sole discretion. If Applicant/Principal Debtor otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant/Principal Debtor's account.
8. Applicant/Principal Debtor is responsible for determining the Goods it chooses to purchase and for what purpose those Goods will be used and Applicant/Principal Debtor will not be relying on the skill or judgment of FKB to select or furnish Goods suitable for any particular purpose. FKB MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE AND/OR THE MERCHANTABILITY OF ANY GOODS. APPLICANT/PRINCIPAL DEBTOR AND PERSONS CLAIMING THROUGH APPLICANT/PRINCIPAL DEBTOR SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURE OF GOODS AND SHALL BE THE EXCLUSIVE RECOURSE OF APPLICANT/PRINCIPAL DEBTOR AND PERSONS CLAIMING THROUGH APPLICANT/PRINCIPAL DEBTOR FOR DEFECTIVE GOODS WHETHER IN CONTRACT, TORT, STATUTE, OR FOR NEGLIGENCE. FKB may deliver certain third-party manufacturer warranties to Applicant/Principal Debtor, but FKB shall have no liability under such warranties.
9. The undersigned waive(s) sufficient homestead exemption to cover the debt and/or any collateral herein and further waives any other exemptions which the undersigned may be entitled to by virtue of the constitution of laws of Georgia or of the United States of America.
10. **STORED MATERIAL** – Any order that is stored in the warehouse for more than 30 days will be billed less labor charges. Labor will be billed at the time of installation. At that time, the invoice becomes due upon receipt and is not subject to previous terms and conditions.

APPLICANT/PRINCIPAL DEBTOR AUTHORIZED REPRESENTATIVE

TITLE

DATE

GUARANTOR SIGNATURE

PRINTED NAME

DATE

GUARANTOR SIGNATURE

PRINTED NAME

DATE