

TERMS AND CONDITIONS

The words you, your or yours means the business described in part A, any person liable for its debts as well as any guarantor. The words we, us, and our mean Gypsum Supply Company or DBA Ryan Building Materials or DBA ASI Building Products. Except as otherwise expressly agreed in writing, all purchases and any credit is subject to the following terms and conditions.

- 1) **TERMS OF PAYMENTS:** Payment for products shall be net cash due within thirty (30) days of our regular statement date on the 1st of each month. Should your account become past due, you agree to pay us for all costs of collection, including actual attorney fees, expert fees and consultant fees. A 1.5% Time Price Differential service charge will be added to your account based upon any billed amounts not paid in full by the following month end date.
- 2) **PAYMENTS:** You agree to pay us in U.S. Dollars for all purchases including applicable Finance and other charges or fees, made by you or anyone you authorize or permit to make purchases on your behalf. All checks must be drawn on funds on deposit in the U.S. We can accept late payments or partial payments or check or money orders marked payment in full without losing any of our rights under this agreement. Should your check be returned by our bank for insufficient funds, you will be charged a Return Check Charge of \$35.00 per item.
- 3) **CHANGE OF TERMS:** We may change any purchase term by sending you a written notice at least 30 days before the effective date of the change. Any credit purchase made or credit balance remaining after the effective date is subject to the change.
- 4) **DELIVERIES:** You assume the responsibility for the security of materials delivered to an authorized job site. If no authorized person is available at the job site to accept delivery, you authorize us to leave the material at the job site and waive acceptance.
- 5) **CREDIT INFORMATION:** You authorize us to verify any credit information furnished by you and to obtain such additional credit information from time to time as we deem appropriate.
- 6) **CANCELLATION:** We may terminate this agreement at any time without notice. Applicant will be responsible to pay any amount you owe us according to the terms of this agreement, and any modified terms. We may at any time require purchases to be made for Cash Only. In such event, we will attempt to give you prior notice.
- 7) **CURRENT PRICE:** Products are sold at prices in effect at the time the order is shipped unless otherwise specified. Prices and Terms of Sale are subject to change with notice.
- 8) **ORDER OF ACCEPTANCE:** We reserve the right to accept or reject any order. Possession of a price list shall not be construed as an offer to sell the products listed. All orders that are accepted for shipment are subject to the approval of the CREDIT DEPARTMENT. All new customers seeking the establishment of an account are required to furnish a Credit Application along with any other required information for a credit review and approval.
- 9) **RETURNED GOODS:** There will be a 10% Restocking Charge, and No Returns on all special order items. No returns will be accepted without our prior authorization.
- 10) **GOVERNING LAW:** In the event an action is brought by any party to this application arising out of or in connection with this application, the parties agree that such action shall be brought in the Federal or State Court of competent jurisdiction located in the Counties of Kalamazoo, Kent, or Ingham in the State of Michigan. The laws of the State of Michigan shall govern any and all legal disputes.
- 11) **TRUST:** Any and all material received from us, and any proceeds received from the sale, use, or from jobs/projects on which the material is incorporated, is expressly held in trust by the Applicant, its principals and Guarantors for the benefit of our company until we have been paid for the materials. Use of any funds received from the projects on which the material is incorporated, before we have been paid for the materials, is a breach of the trust and the fiduciary duty of the Applicant, its principals and Guarantors. Any debt that arises out of the breach of the trust and/or defalcation of the material and/or funds held in trust, is non-dischargeable in bankruptcy.
- 12) **RECLAMATION:** In the event that an account is not paid in accordance with the terms, we reserve the right to reclaim any goods or materials still in the applicant's possession, custody or control to apply as an offset to any amounts owed. The Applicant and Guarantor shall allow our representatives access to its business premises at all reasonable times for the purpose of ascertaining the location, condition and/or status of any equipment and/or materials shipped by us that remains unpaid.

DATE: _____ COMPANY NAME: _____

BY: _____ ITS: _____

INDIVIDUAL PERSONAL GUARANTEE

I request you to extend credit to, or otherwise do business with me and/or my company, _____ (“hereinafter referred to as Customer”), and in consideration thereof and of benefits to accrue to me there from, I, as primary obligor, unconditionally guarantee to you that Customer will fully and promptly perform, pay and discharge all its present and future obligations to you, irrespective of any alleged counter-claim, defense, failure of consideration, or any similar matter asserted by Customer, and I agree to pay on demand all sums due and to become due to you from Customer, together with damages, costs, actual attorney’s fees expert fees consultant fees or expenses, which may be incurred by you by reason of Customer’s default or default of the undersigned. My guarantee shall be for all obligations of Customer incurred from time to time and at any time until the account is paid and closed by us. No release of security, change in terms or conditions or modification of any underlying obligation of Customer shall release or alter my unconditional guarantee. This guarantee shall bind my heirs, administrators, personal representatives, successor and assigns, and shall incur to your successor and assigns. All of your rights and remedies are accumulative and are not alternative. By signing below I ask that an open account be established for me and my company. I understand that you may verify and exchange information of me and/or my company, including requesting reports from credit reporting agencies. If I ask whether or not a credit report was requested, you will tell me. If you receive a report, you will give me the name and address of the agency that furnished it, if I request.

Date _____

Guarantor Signature: _____ Social Security # _____

GuarantorName: _____ Drivers License # _____
(First, Middle Initial, Last)

Home Address: _____ City _____ State _____ Zip _____ DOB _____



859 74th Street, W
Byron Center, MI 49315
Ph: (616) 583.9300
Fx: (616) 583.9804

2575 Alamo Dr.
Lansing, MI 48911
Ph: (517) 887.3006
Fx: (517) 887.3188

2815 Millcork St.
Kalamazoo, MI 49001
Ph: (269) 342.0740
Fx: (269) 342.9248

450 Scotts Dr.
Zeeland, MI 49464
Ph: (616) 772.2623
Fx: (616) 772.6880

651 Robbins Dr.
Troy, MI 48083
Ph: (248) 250.7775
Fx: (248) 554.1015

7300 Airport Hwy.
Holland, OH 43528
Ph: (419) 491.0976
Fx: (419) 491.0982

2318 Cass Road
Traverse City, MI 49684
Ph: (231) 932.8919
Fx: (231) 932.1797

1380 N. Main St.
Ann Arbor, MI 48104
Ph: (734) 545.7990
Fx: (734) 545.7994

24300 Telegraph Rd
Southfield, MI 48033
Ph: (248) 353.2805
Fx: (248) 353.3175

9700 Dixie Hwy
Clarkston, MI 48348
Ph: (248) 625.8995
Fx: (248) 625.0418

41841 Irwin Dr
Harrison Township, MI 48045
Ph: (586) 421.8421
Fx: (586) 421.8424

427 W. Morley Dr
Saginaw, MI 48601
Ph: (989)752-1722
Fx: (989)752-8920

21316 Bridge St
Southfield, MI 48033
Ph: (248) 354-1292
Fx: (248) 354-3960

6325 Huber Ave
Detroit, MI 48211
Ph: (313) 921-9000
Fx: (313) 921-9770