



Terms and Conditions

STATEMENT OF CREDIT POLICY AND TERMS AND CONDITIONS OF SALE: All invoices are due on a NET-30 basis. All amounts for purchases from S.M.A.R.T BUILDING SUPPLY, LLC are payable at 10400 Evendale Drive, Cincinnati, OH 45241. COD restrictions may be placed on any past due account. I (We) agree to pay account promptly within terms stated.

INTEREST CHARGES/LATE PAYMENT CHARGES/OTHER FEES: All invoices are due on a NET-30 basis. A service charge of one and one-half percent (1½% per month), or eighteen percent (18%) per annum, may be assessed on delinquent invoices but not to at any time exceed the highest legal rate of interest legally allowed.

VENUE: Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of S.M.A.R.T BUILDING SUPPLY, LLC and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles.

THIRD-PARTY COLLECTION FEES AND ATTORNEYS' FEES: In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned hereby agrees to pay all reasonable fees and/or costs of collection whether or not suit is filed.

CHANGE OF OWNERSHIP: We [customer/credit applicant] understand that we must notify S.M.A.R.T BUILDING SUPPLY, LLC in writing, and by certified mail, of any change in ownership, whether in the name of the entity or in the business structure of the entity under which credit is established, no later than 30 days after such change is effective.

CERTIFICATION OF USE: We [customer/credit applicant] certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

WAIVER/DUTY TO INSPECT: Applicant agrees to examine immediately upon receipt, each of S.M.A.R.T BUILDING SUPPLY, LLC invoices and/or statements, and to advise S.M.A.R.T BUILDING SUPPLY, LLC of any disputed transactions or billings/statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify S.M.A.R.T BUILDING SUPPLY, LLC of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

ESCHEATMENT/INACTIVITY: S.M.A.R.T BUILDING SUPPLY, LLC reserves the right to assess a reasonable monthly service charge on all accounts on which an unused credit balance exists. (A reasonable monthly service charge may be represented as a percentage assessed on a monthly basis.)

SIGNATURE/CAPACITY: The person executing this agreement has authority to bind [the customer/credit applicant] and is authorized by [the customer/credit applicant] to enter into the terms and conditions set forth in this credit agreement.

FCRA, THE FTC AND AUTHORIZATION ISSUES—CONSENT TO OBTAIN CONSUMER CREDIT INFORMATION: The undersigned individual who is principal, proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with S.M.A.R.T BUILDING SUPPLY, LLC, recognizing that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by S.M.A.R.T BUILDING SUPPLY, LLC as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Signature

Date