



CONSUMER CREDIT APPLICATION & AGREEMENT

Individual Account Joint Account

APPLICANT INFORMATION				
LAST NAME:	FIRST NAME:	MIDDLE NAME:	SOCIAL SECURITY #:	
ADDRESS:				
CITY, STATE, ZIP:				YEARS THERE:
TELEPHONE:	MOBILE NO:	E-MAIL:		
PREVIOUS ADDRESS (if less than 3 years at present):				
CITY, STATE, ZIP:				YEARS THERE:
EMPLOYER:	YEARS THERE:	POSITION:	*GROSS MONTHLY INCOME: \$	*NET MONTHLY INCOME: \$
EMPLOYER'S ADDRESS:		CITY, STATE, ZIP:	PHONE:	
PREVIOUS EMPLOYER (if less than 3 years at present):			POSITION:	YEARS THERE:
<i>* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</i>				
CO-APPLICANT INFORMATION				
LAST NAME:	FIRST NAME:	MIDDLE NAME:	SOCIAL SECURITY #:	
ADDRESS:				
CITY, STATE, ZIP:				YEARS THERE:
TELEPHONE:	MOBILE NO:	E-MAIL:		
PREVIOUS ADDRESS (if less than 3 years at present):				
CITY, STATE, ZIP:				YEARS THERE:
EMPLOYER:	YEARS THERE:	POSITION:	*GROSS MONTHLY INCOME: \$	*NET MONTHLY INCOME: \$
EMPLOYER'S ADDRESS:		CITY, STATE, ZIP:	PHONE:	
PREVIOUS EMPLOYER (if less than 3 years at present):			POSITION:	YEARS THERE:
<i>* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</i>				
BANK INFORMATION				
CHECKING (Financial Institution Name):	ACCOUNT#:	BALANCE: \$	PHONE:	
SAVINGS (Financial Institution Name):	ACCOUNT#:	BALANCE: \$	PHONE:	
BROKERAGE HOUSE (Financial Institution Name):	ACCOUNT#:	BALANCE: \$	PHONE:	
BANK LOAN/FUNDING (Financial Institution Name):	ACCOUNT#:	LOAN AMOUNT: \$	PHONE:	

Other Authorized Buyers

1. _____
2. _____
3. _____
4. _____

CREDIT AGREEMENT

1. In order to induce one or more of the operating subsidiaries of Builders FirstSource, Inc. (collectively "BFS"), the undersigned (hereinafter "Applicant") hereby agrees that the terms and conditions of this application shall, upon extension of credit to Applicant by BFS, constitute a credit agreement between Applicant and BFS (hereinafter "Agreement"). This Agreement shall apply to all sales of goods and/or services (the "Materials") by BFS to Applicant and shall take precedence over and supersede any and all conditions set forth in any Applicant's purchase order whether the order is written or verbal. Applicant understands that BFS intends to rely on all of the information presented in this Agreement in determining creditworthiness and Applicant represents that such information is true, correct and complete. BFS has no obligation to extend credit to Applicant and may in its sole discretion increase, decrease, suspend or terminate any credit availability at any time.

2. Applicant agrees to pay to the order of BFS: (1) all invoices by the tenth day of the month following the sale or as otherwise stated on invoices or statements, (2) default interest on any delinquent invoices at the rate of eighteen percent per annum or the maximum rate of default interest allowed in the state where the goods are sold, whichever is less, and (3) all costs of collecting delinquent invoices and default interest, including without limitation court costs, reasonable attorney fees and collection agency fees. No claim asserted by Applicant against BFS shall relieve Applicant's obligation to make timely payment to BFS.

3. If Applicant fails to pay BFS invoices when due, becomes insolvent, bankrupt or if any proceeding materially affecting Applicant's business or property is instituted against Applicant, BFS is free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue.

4. In the absence of a default under the payment terms set forth herein, all payments on Applicant's account shall be applied as specified by the Applicant's written instructions. In the absence of any such direction, payment shall be applied as follows: (a) first to any accrued and unpaid interest, and (b) to any other amount then due, oldest to newest. After a payment default has occurred, payments may be applied by BFS to amounts owed in such order as BFS shall determine in its sole discretion. In order to defray the cost of customer account administration, any credit balance or other sum owed to Applicant which remains unclaimed by Applicant for a period of 12 months shall become property of BFS.

5. Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, title shall pass to Applicant upon tender of the goods or materials at the place of delivery with or without the presence of Applicant or Applicant's employees or agents to inspect or accept delivery and with or without Applicant's signature of acceptance. All Materials shall be deemed accepted upon delivery. If applicant does not give written notice to BFS within seven (7) calendar days from the date of Applicant's receipt of Materials, all such objections shall be deemed waived. In order to effect rejection, Materials returned must be received within ten (10) calendar days of delivery and accompanied by the original invoice or other proof of purchase by Applicant. Physical acceptance by BFS of Materials returned shall in no way be deemed agreement by BFS of any claim by Applicant of nonconformity or any other objection. BFS shall have a reasonable time after receipt of proper notice of rejection or of revocation of acceptance to repair or replace the Materials or refund the purchase price with the remedy to be selected by BFS in its sole discretion. If Applicant otherwise has an outstanding balance, any refund shall be in the form of a credit to Applicant's account.

6. **BFS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY, OF ANY MATERIALS.** Applicant hereby waives all other remedies and in no event shall BFS be liable for indirect, incidental, special, consequential, other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property or any other loss. BFS may deliver certain third-party manufacturer warranties to Applicant, but BFS shall have no liability under such warranties.

7. Applicant acknowledges that boards, dimensional lumber, timbers, wood structural panels and certain other building materials are commonly referenced using a nominal description that differs from the actual dimensions of the product, i.e. Nominal: 2 in x 4 in = Actual 1.5 in x 3.5 in. Applicant should consult with a registered architect, professional engineer and/or licensed general contractor familiar with applicable codes, standards and wood construction design for further information on nominal and actual sizes of all boards, dimensional lumber, timbers, wood structural panels and certain other building materials. Applicant acknowledges review and understanding of the United States Department of Commerce Voluntary Product Standards PS 1, PS 2 and PS 20.

8. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings regarding the subject matter covered herein. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion of this Agreement. No delay or failure by BFS to exercise any right or remedy hereunder and no partial or single exercise of any such right or remedy will constitute a waiver of that or any other right or remedy. It is the intent of the parties that any invalid provision herein be reformed to the extent necessary to make it enforceable to the maximum extent of the law. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of BFS, and any such assignment or transfer purported to be made without such consent shall be ineffective. BFS may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were BFS.

9. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, DC 20580.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT, INCLUDING BANK REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES.

APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.

Applicant Signature **X** _____
(Signed in my individual capacity)

Arizona only
 Married
 single Date _____

Co-Applicant Signature **X** _____
(Signed in my individual capacity)

Arizona only
 Married
 single Date _____