



Credit Application and Agreement

A. APPLICANT

Legal Business Name: _____
(List all Trade Names, DBA's, Divisions or Subsidiaries)

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____ Web Address: _____

Accounts Payable Contact Name _____ Accounts Payable Email: _____

Amount of Credit Requested: \$ _____ Type of Business: _____ How Long in Business _____

B. BUSINESS INFORMATION

FEIN (Federal Tax Identification No.). (If applicable) _____ or SS# _____

Sales Tax Exemption Certificate Yes No (if yes, enclose signed certificate or copy)

Sole Proprietorship _____

Partnership Partner _____

Partner _____

Corporation/LLC (Circle one) President/Member _____ Vice President/Member _____

Secretary/Member _____ Treasurer/Member _____

Other: LP / LLP / Joint Venture / Trust: (Circle one) Principal/Partners/Trustee _____

Principal/Partners/Trustee _____

C. BANKING INFORMATION

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Acct. No. _____ Type of Acct. _____

Acct. No. _____ Type of Acct. _____

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Signature _____ Title _____ Date _____

D. TRADE REFERENCES (Please fill out 3 references)

Name Contact Account Number Phone Number Email

1. _____

2. _____

3. _____

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize **Godwin Formwork Solution Inc.** to investigate all references and customary credit information sources including consumer credit reporting repositories (See Consent to Obtain Consumer Credit Report below) regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered as of the **30 days** C.O.D. restrictions may be placed on any past due account. All lease agreements are per GFS prevailing terms and conditions on page 3 of this document.

CREDIT TERMS: All invoices are due **30 days**. 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: All amounts due for purchases from (**Godwin Formwork Solutions**) are payable at (**Godwin Formwork Solutions**). It is further understood that this agreement is entered into in the state of **Oklahoma** county of **Oklahoma** and is governed by the laws of the state of **Oklahoma**.

CHANGE OF OWNERSHIP: I/We understand that we must notify (**Godwin Formwork Solutions**) in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

COLLECTION AND ATTORNEY FEES: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether suit is filed.

CERTIFICATE OF USE: I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

AUTHORITY OF SIGNATURE AND TITLE:

The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter the credit application and lease terms and conditions:

Firm Name _____

Signature: _____

Date _____

Print Name of Signor: _____ Title _____

Date _____

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Godwin Formwork Solutions, recognizing that his or 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 Godwin Formwork Solutions as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Sign Name

Print Name

Date

Sign Name

Print Name

Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **Godwin Formwork Solutions** to _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to (**Godwin Formwork Solutions**) the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to **Godwin Formwork Solutions** and payment when due of all sums presently or hereafter owing by Guarantor to **Godwin Formwork Solutions**. Guarantor agrees to indemnify (**Godwin Formwork Solutions**) against any losses (**Godwin Formwork Solutions**) may sustain and expenses (**Godwin Formwork Solutions**) may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to (**Godwin Formwork Solutions**) written notice revoking it as to indebtedness incurred after such delivery. Such delivery shall not affect any of guarantor's obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above-named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Sign Name

Print Name

Date

Sign Name

Print Name

Date

Witness

GFS Inc. Terms and Conditions

The Customer ("Customer") identified on the face of this Quote, Purchase Order, Order (hereinafter "Order") agrees to lease and/or purchase from Godwin Formwork Solutions, Inc., an Oklahoma corporation ("GFS"), the equipment, products or materials (the "Equipment") listed on the face of this Order in accordance with the terms thereon and subject to the following terms and conditions applicable to all sales and rentals:

1. The term of the lease for all leased Equipment shall commence immediately upon the date of shipment of the Equipment and shall be for the term(s) specified on the front of this Order for each individual item of Equipment. Rent shall be invoiced monthly. All payments for leased and purchased Equipment are due within 30 days from the date of invoice without any deduction, set-off or other abatement. Customer shall pay invoices by cash or check. Credit card payments will only be accepted by GFS at the time Equipment is leased or purchased. Interest shall accrue on the outstanding amount of any invoice not paid in full by the due date at a rate of 2% per month or the maximum amount allowable by law, whichever is greater, until payment is made in full. The minimum lease term for any Equipment shall be 28 days, and this Order is non-cancelable during the minimum lease term. Customer shall have the right to return leased Equipment at any time, provided, however, that in the event Customer returns Equipment prior to the expiration of the minimum lease term, Customer shall remain liable for full payment of rent for the minimum lease term. Thereafter, all rent shall be prorated by periodic rates through the date GFS receives Equipment returned to GFS's distribution warehouse. Pro-rations will be calculated based on actual number of days elapsed but computed as if each calendar month consisted of 28 days.
2. For termination of the lease, Customer shall return all leased Equipment to GFS's distribution warehouse, unless otherwise directed by GFS, in the same condition as when the Equipment left the GFS distribution warehouse, reasonable wear through careful use excepted. For any leased Equipment not returned to GFS, Customer shall pay to GFS the then-prevailing unit price charged by GFS as of the date of termination of the lease. Equipment remains on lease until payment is made in full. Any leased Equipment returned in a dirty or damaged condition shall be cleaned and repaired in such manner as GFS deems necessary in its sole discretion, at the expense of the Customer according to the following:
 - (a) Leased Equipment returned in dirty condition with excessive concrete adhesion will be assessed cleaning charges as follows:
 - (i) for Equipment with normal light concrete adhesion, there will be a cleaning charge of \$.25 per square foot; and
 - (ii) for Equipment returned with heavy concrete adhesion, there will be a \$.55 per square foot cleaning charge or discretion of GFS.
 - (b) Damaged Equipment will be assessed charges as follows:
 - (i) nail holes less than ¼" in diameter are considered normal wear and tear.
 - (ii) holes larger than ½" and up to 1" in diameter can be repaired with epoxy at the GFS distribution warehouse. A charge of \$25 per panel or fill will be charged for this service. A total of these holes equal to the height of the formwork will be allowed before the plywood is considered damaged beyond repair.
 - (iii) plywood with holes larger than 1" in diameter is damaged beyond repair.
 - (iv) forms returned with plywood damaged beyond repair will be invoiced at:
 - (A) ½" HDO \$16.00/SF
 - (B) ¾" HDO \$18.50/SF
 - (v) all other Equipment damaged beyond repair will be billed at GFS's then-prevailing unit price for each item of Equipment.
3. The Customer shall pay, in addition to rent and/or the purchase price for the Equipment, all shipping and other transportation charges incurred in delivering the Equipment from the GFS distribution warehouse to the designated jobsite and, in the case of leased Equipment, Customer shall bear all costs for the return thereof to the GFS distribution warehouse. All carriers shall be the agents of Customer and all arrangements for the return of leased Equipment are the responsibility of the Customer. Customer shall bear the sole risk of Equipment damage or loss occurring in transit and shall be solely responsible for obtaining all appropriate insurance for transportation of the Equipment. All claims for loss or damage in transit must be made against the carrier by Customer. Customer shall be responsible for the unloading, cleaning, assembly, or erection of the Equipment after its delivery to Customer's jobsite. In the event GFS agrees to deliver the Equipment, Customer shall reimburse GFS directly the costs of and associated with such transport plus overheads and profit as determined by GFS in its reasonable discretion, including a \$150 per hour fee for any GFS truck detained at the jobsite beyond one hour.
4. Customer shall inspect the Equipment upon receipt. GFS shall have no liability for claims for shortages or improper or damaged equipment unless Customer provides written notice to GFS specifying in detail the nature of the claim within 72 hours after receipt of the Equipment.
5. In the event Customer orders additional Equipment pursuant to a separate written purchase order or agreement, the terms and conditions of this Order shall govern such additional orders.
6. GFS shall not be responsible for delays in performance caused by strikes, labor or transportation interruption, accident to plant or equipment, fire, floods, acts of God, failure or delay in Customer approving design drawings, failure or delay of another customer to return leased Equipment, failure or delay of a supplier to provide the Equipment or other contingencies beyond the control of GFS. GFS's obligations affected by any such event shall be temporarily suspended without liability until such time as GFS may resume performance without interference from the force majeure event, but this Order will otherwise remain unaffected.
7. Customer shall bear the sole risk of loss or damage to the Equipment during the term of the lease. Customer shall obtain and maintain at its own expense for the entire term of any lease (i) insurance coverage on leased Equipment in an amount equal to the full replacement value of the leased Equipment, insuring against loss or damage, including, without limitation, loss by fire, theft and other insurable hazards, and (ii) such public liability and property damage insurance as is customarily maintained by prudent operators of businesses similar to Customer's. All such insurance shall name GFS as an additional insured and as loss payee and shall be written by companies reasonably acceptable to GFS. Customer shall deliver such certificates evidencing the required insurance coverage as GFS may from time-to-time request and shall ensure that the policies require that the carriers of such insurance give GFS not less than ten (10) days prior written notice of any change to or cancellation of the policies.
8. Customer shall indemnify, save and keep GFS harmless against all claims, demands, liabilities, judgments, costs, damages and expenses, including reasonable attorneys' fees and expenses, (collectively, "Claims"), including, without limitation, Claims for personal injury or death and for damage to property arising from or incurred in connection with this Order or Customer's use, storage, possession, maintenance, operation or transportation of any Equipment, or otherwise caused by any act or deed, or any omission to act of the Customer or any subcontractor, servant, agent or employee of the Customer, in the use, storage, possession, maintenance, operation or transportation of any Equipment, except

where such liability results solely from the gross negligence or willful misconduct of GFS, its agents or employees.

9. Customer shall not alter, modify, abuse or misuse leased Equipment. Customer shall comply with and conform to all laws, ordinances, rules and regulations relating to the possession, safe and proper use and maintenance of the Equipment, including payment when due of all taxes and other public charges against or upon the purchase, possession, use or rental of the Equipment.
10. Title to the leased Equipment is, and shall always remain, vested in GFS unless purchase price is paid in full. GFS may require markings to be affixed to leased Equipment indicating GFS's interest therein. Customer shall permit GFS or its agents to enter Customer's jobsite, during reasonable hours, for the purpose of inspecting the leased Equipment. Customer shall not move or transfer leased Equipment from the jobsite nor permit any other person or entity to use the leased Equipment for any purpose, without the prior written consent of GFS, which consent GFS may grant or withhold in its sole discretion.
11. Any erection drawings furnished by GFS to the Customer are provided solely as a convenience to Customer to provide an approximate idea of the Equipment described and its assembly. Such drawings are not intended to be fully directive nor cover engineering details on Equipment or their interconnection with equipment or products or materials not furnished by GFS. The drawings do not form a part of this Order and GFS does not warrant the accuracy of any such materials. In the case of customer designed formwork, design drawings shall be furnished by GFS for Customer's approval prior to any fabrication of custom Equipment.
12. GFS warrants that all Equipment will be free from defects in material and workmanship at the time of delivery, and any custom Equipment will conform to the approved design drawings. Any claim under this warranty must be made within 7 days after delivery of the Equipment to Customer's jobsite. Customer shall be responsible for inspecting all Equipment for defects. GFS will, in its sole discretion, either repair or replace defective Equipment, which shall be Customer's sole remedy under this warranty. This warranty will not apply to any defect resulting from the misuse, neglect or accident of a party other than GFS. This warranty shall be void if Customer modifies or alters the Equipment, or if Customer does the repair itself or hires a third party to repair the Equipment. GFS shall not be liable for punitive, indirect, consequential, special or resultant damages, including, without limitation, personal injuries or loss of life, loss or damage to any property of any kind, loss of revenue or loss of profit, loss of time or loss of business, or any other similar loss or injury whatsoever, whether caused directly or indirectly by, or arising in connection with, the rental, purchase, installation or use of the Equipment. The sole liability of GFS in connection with the rental, purchase, installation or use of the Equipment, shall be for the repair or replacement of defective Equipment as provided herein, and Customer hereby waives any other claims, rights or remedies it may have against GFS. Except as expressly hereinabove provided, GFS LEASES THE EQUIPMENT "AS-IS" AND MAKES NO OTHER GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY GFS. CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST GFS OR ITS AFFILIATES FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY EQUIPMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED ON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (INCLUDING CUSTOMER'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC ARTICLE 2A SECTIONS 508 TO 522).
13. Customer shall be in default under this Order in the event: (i) Customer fails to make any installment of rent or payment of purchase price when due; (ii) Customer breaches of any other term or condition of this Order; (iii) Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors; or (iv) GFS deems the Equipment to be in jeopardy (each a "Default"). Upon the occurrence of a Default, the full amount of rent at prevailing rates and purchase price unpaid shall become immediately due and payable at the election of GFS. Additionally, GFS may, at its option and without notice or demand and without legal process, terminate this Order and take possession of the Equipment wherever located, whereupon all rights of Customer in such Equipment shall terminate absolutely, provided, however, that Customer shall not be released from its obligations under this Order until the full amount of the unpaid rent and/or purchase price, together with all other obligations to pay under this Order, have been paid in full. If GFS employs legal counsel to enforce any provision of this Order, Customer shall pay to GFS all reasonable attorneys' fees and other costs of collection incurred by GFS.
14. Any sale or lease of Equipment is expressly limited to the terms and conditions contained in this Order. Any additional or differing terms proposed by Customer in any document, including any separate purchase order issued by Customer, shall be void and of no effect, unless consented to by GFS in writing.
15. Customer shall keep leased Equipment free and clear of all liens, security interests, attachments, seizures, and encumbrances of any kind. Customer shall immediately notify GFS if any person attempts to claim ownership of a lien against, or other interest in, or bring any legal process with respect to, any of the Equipment.
16. Customer shall not assign or sublease any leased Equipment or its rights under this Order without the prior written consent of GFS.
17. All notices given pursuant to this Order shall be hand delivered or sent by mail, postage prepaid, return receipt requested, addressed to the party for whom intended at the address specified for such party on the front of this Order.
18. This Order contains the full and entire agreement between the parties hereto. This Order shall not be amended or altered, except by a written agreement signed by both parties. If any provision of this Order shall be held to be void, illegal, invalid or unenforceable in whole or in part, such provision shall be severed from this Order and the remaining provisions of this Order shall not be affected or impaired thereby. The rights of GFS under this Order shall not be deemed waived as a result of any delay by GFS in their enforcement, and the waiver by GFS of any breach of a term or condition of this Order shall not be deemed a waiver of any subsequent breach of that same term or condition. This Order shall be governed by and construed in accordance with the internal laws of the State of Oklahoma. Exclusive venue for any litigation and/or arbitration shall be in Oklahoma County, Oklahoma. The parties agree that any dispute, controversy, or claim arising out of or in connection with the Order, this agreement or any breach or alleged breach hereof shall be exclusively submitted to, and settled by, binding arbitration to be held in Oklahoma City, Oklahoma. The agreement shall be construed without regard to the party or parties responsible for its preparation and it shall be deemed to have been prepared jointly by all parties, acting upon advice of counsel. The agreement is the product of negotiation among the parties and, therefore, the parties waive any right to require that any ambiguity or question about the terms of the waiver be construed adversely against any party.