



GULFEAGLE SUPPLY

Application for **CASH/COD** and Agreement of Terms and Conditions of Sale
Email completed application to:



BRANCH	SALESPERSON	PRICE LEVEL	DATE	
LEGAL BUSINESS NAME	STATE OF ORGANIZATION			
FILED DBA NAME	DATE BUSINESS STARTED			
PHYSICAL ADDRESS	CITY	STATE	ZIP	
MAILING ADDRESS	CITY	STATE	ZIP	
OFFICE PHONE	CELL NUMBER	EMAIL		
CONTACT FOR PRODUCT/PRICING	CONTACT FOR PAYABLES			
EMAIL FOR PRICING	EMAIL FOR PAYABLES			
BUSINESS TYPE (check one)	SOLE PROPRIETOR <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	CORPORATION <input type="checkbox"/>	LLC <input type="checkbox"/>
CONTRACTOR LICENSE #	STATE	LICENSE HOLDER		
DESCRIPTION OF BUSINESS	PROJECTED MONTHLY PURCHASES			
TAXABLE EXEMPT	YES <input type="checkbox"/> NO <input type="checkbox"/>	STATE OF EXEMPTION	FEDERAL TAX ID#	
** If yes, please attach Exemption or Resale Certificate				
PRINCIPALS OF BUSINESS				
NAME	NAME	NAME		
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS		
CITY, STATE ZIP	CITY, STATE ZIP	CITY, STATE ZIP		
OWN OR RENT	OWN OR RENT	OWN OR RENT		
PHONE	PHONE	PHONE		
EMAIL	EMAIL	EMAIL		
SS#	SS#	SS#		
DRIVER LICENSE	DRIVER LICENSE	DRIVER LICENSE		
SPOUSE'S NAME	SPOUSE'S NAME	SPOUSE'S NAME		

TERMS AND CONDITIONS OF SALE INCLUDING GUARANTY

The following terms and conditions apply to and govern the sale and delivery of products by Gulfside Supply, Inc. d/b/a Gulfeagle Supply, Kimal Lumber or Elite Roofing Supply - AZ, LLC, Elite Roofing Supply - CO, LLC Elite Roofing Supply - KS LLC, Elite Roofing Supply - LA, LLC, Elite Roofing Supply - NM LLC, Elite Roofing Supply - SC, LLC, Elite Roofing Supply - TX, LLC, Elite Roofing Supply - I, LLC, Elite Roofing Supply - III, LLC, Elite Roofing Supply - IV, LLC and its successors, and assigns (collectively "Gulfeagle") to the purchaser listed on the credit application (the "Customer"). Customer's acceptance of any products is expressly limited to these Terms and Conditions of Sale. Any additional or different terms suggested by Customer are rejected unless expressly consented to in a written document signed by Gulfeagle's President or CEO.

- 1.) COD sales are required to be paid simultaneously at the time of delivery or in advance of delivery.
- 2.) Customer agrees that payment must be by check or cash and recognizes that all pricing has been discounted in advance of invoicing. If Customer seeks to pay with an alternate method, including but not limited to a credit card, then Gulfeagle reserves the right to reprice those respective goods, items at the non-discounted price or a courtesy fee may be applied.
- 3.) Any disputed item, claim of damage, material defect or shortage, must be made at the point of sale otherwise Customer understands that disputes not addressed at the point of sale are waived. Notwithstanding the foregoing, any claim on a COD sale must be made in writing within 48 hours of date of delivery.
- 4.) **Gulfeagle does not guarantee or warrant any specific delivery times or dates.** Gulfeagle shall not be responsible for delays in or failure of delivery due to circumstances beyond its control, including but not limited to labor disputes, fires, floods or other casualties, adverse weather conditions, public disturbances, government regulations, or material shortages.
- 5.) **GULFEAGLE MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY.** SOME GOODS SOLD BY GULFEAGLE CONTAIN MANUFACTURER'S WARRANTIES OR GUARANTEES; OTHER THAN THESE, ALL GOODS ARE SOLD "AS IS". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.
- 6.) Should any indebtedness not be paid in accordance with the terms herein or from any dispute arising out of or relating to the terms and conditions of sale, Customer agrees to pay Gulfeagle's attorney's fees, as a prevailing party, (the greater of 33-1/3% of the account balance or court awarded attorney's fees) and court costs, costs of collection, including litigation in the trial court and appellate litigation, and hereby waives right to jury trial, notice of presentment and notice of default and stipulates to venue in the state courts of Hillsborough County, Florida or at the discretion of Gulfeagle Supply.
- 7.) Each invoice along with these terms and conditions shall be construed to be between merchants and are commercial sales. Specifically, it is understood that these transactions are not consumer transactions. Any question or dispute regarding their validity, construction or performance by either party shall be governed by the laws of the State of Florida, the exclusive choice of law and which laws control.
- 8.) Customer agrees that these are cash or C.O.D. sales and that Customer is not allowed payment terms otherwise. Specifically, Gulfeagle is not providing credit terms nor payment terms extending into the future following the date of sale and delivery.
- 9.) Gulfeagle's trucks may weigh over 10 tons which can cause damage to driveways, sidewalks, pipes, septic systems, ruts in lawns, etc. Gulfeagle shall load materials on the roof as requested by the Customer, with the expectation the Customer has done proper diligence and the roof structure is sound to accept the weight of the material. With this knowledge, Customer takes full responsibility for any damages resulting from delivery, and Gulfeagle is not responsible for any driveway, truss or structure damage. Gulfeagle also assumes no extended liability for any damages incurred after material delivery, including but not limited to claims for mold or environmental claims. Further, Customer warrants that it has advised its customer, if applicable, of the possibility of such damage and neither will hold Gulfeagle responsible in the event of loss. All deliveries are subject to a delivery charge and fuel surcharge which is in addition to the quoted price.
- 10.) All material returned must be in resaleable condition, purchased no more than 180 days prior to returning and not discontinued by the manufacturer. Returns are subject to a restocking fee of up to 25%. All special-order materials are not returnable or refundable.
- 11.) In the event the Customer does not have a representative on a job site, Customer accepts responsibility for the correctness of the material count as shown by Gulfeagle on any delivery ticket and/or invoice. Customer accepts responsibility for the material upon completion of the delivery. Delivery of material with or without a signed delivery ticket shall constitute acceptance and obligate Customer for payment of same.
- 12.) Customer shall defend, indemnify, and hold harmless Gulfeagle and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the delivery and/or placement of materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of Customer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 13.) Customer shall furnish any/all free-fall protection as may be required by OSHA and shall bear the responsibility of same.

Initials: _____ and _____

14.) This agreement and application along with the invoice(s) and terms and conditions therein contain the entire agreement between the parties and supersede any prior agreements or understandings between them. These may not be amended or modified except by written instrument including additional consideration signed by Gulfeagle's President or CEO or their successors-in-interest. There shall be no oral amendment(s) to the terms, conditions and guaranty in this agreement. If any part of this agreement is judicially determined invalid, all other portions remain intact. An electronic copy of or facsimile of this document shall be deemed an original for all purposes. CUSTOMER ACKNOWLEDGES THAT TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME AND AVAILABLE UPON REQUEST. GULFEAGLE WILL MAKE BEST EFFORT TO INCLUDE UPDATED TERMS ON THE CUSTOMER MONTHLY STATEMENTS. CONTINUED USAGE OF THIS CREDIT ACCOUNT IS ACKNOWLEDGMENT AND AGREEMENT TO THE UPDATED TERMS AND CONDITIONS.

EEO/AA EMPLOYER. Customer and Gulfeagle shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Signature of Customer: _____

Date: _____

By: _____ Title: _____

Signature of Customer: _____

Date: _____

By: _____ Title: _____