

CREDIT APPLICATION

Business Name		Completion Date	
Purchaser Name		Business Start Date	
Billing Address		City, ST, ZIP	
Shipping Address		City, ST, ZIP	
County		P.O. Required	
Business Phone		Business Fax	
Credit Limit Requested		Federal Tax ID Number	
A/P Contact		A/P Email Address	
A/P Phone		A/P Fax	
Select One	Sole Proprietorship Partnership Corporation Joint Venture L.L.P. L.L.C.		
Sales Tax Exempt? (exemption certificate must be attached)		Yes No	

OWNER / OFFICER			
Name		Title	
Phone Number		Email Address	
Name		Title	
Phone Number		Email Address	

TRADE REFERENCES			
Name		Account Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	
Name		Account Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	
Name		Account Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	
Name		Account Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	

BANK & BOND INFORMATION			
Bond Company		Policy Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	
Bank Name		Account Number	
Phone Number		Fax Number	
Street Address		City, ST, ZIP	
Execution of the credit agreement shall constitute written authorization to the bank listed above to release account information to Huntsman Building Solutions (USA) LLC and affiliates for the purpose of considering extending credit to the account holder.			

CREDIT AGREEMENT			
<p>The undersigned's, on behalf of Purchaser and Guarantors, do hereby certify that Purchaser is solvent and capable of meeting its obligations hereunder, that the information given (including Purchaser's attached financial statement) is correct and complete, and further agree to permit Huntsman Building Solutions (USA) LLC and/ or any subsidiary or affiliate (hereinafter "HBS") to use this information to obtain additional credit information and to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. All such information has been submitted for the purpose of obtaining credit. If, after reviewing all credit information, this application is approved, it is agreed and understood by Purchaser and Guarantors that all purchases will be paid in full and, unless otherwise agreed to in writing by HBS, all purchases shall be governed by HBS's Terms and Conditions of Sale (the "Terms"), which are incorporated herein by reference, and are available at www.HuntsmanBuildingSolutions.com/en-US/sites/en_us/files/HBS Terms and Conditions of Sale.pdf (the "Website"). Purchaser acknowledges reviewing the Terms prior to signing this Agreement. The Terms may be revised by HBS from time to time by posting revisions on the Website, and such revisions shall be binding on Purchaser. Purchaser is responsible for regularly reviewing the Website to obtain timely notice of such revisions and shall review the Website prior to each purchase from HBS to ensure Purchaser's acceptance thereof.</p> <p>Purchaser and Guarantors agree that any invoice remaining unpaid past the due date will be subject to an annual finance charge equal to the lesser of 18% per annum or the maximum rate of interest allowed by law multiplied by the unpaid amount. If the indebtedness is not paid by Purchaser and Guarantors when due, and the indebtedness is placed in the hands of an attorney for collection, or suit is brought hereon, or the indebtedness is enforced through any judicial proceeding whatsoever, Purchaser and Guarantors agree to pay all reasonable attorney's fees, expenses, and court costs incurred by HBS. Purchaser and Guarantors agree that this contract is performable in Harris County, Texas, consent to personal jurisdiction in Texas and venue in Harris County, Texas, and waive the right to be sued elsewhere. All transactions hereunder, including payment transactions, are deemed to occur in Texas.</p> <p>THIS CREDIT AGREEMENT IS DELIVERED BY THE AUTHORIZED SIGNERS AND ACCEPTED BY PURCHASER AND GUARANTORS IN HARRIS COUNTY, TEXAS, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.</p> <p>The signatories below acknowledge they fully understand and agree to the above terms and expressly represent and warrant that they are authorized to bind Purchaser and Guarantors.</p> <p>AUTHORIZED SIGNATORS:</p>			
Signature		Printed Name	
Title		Date	
Street Address		City, ST, ZIP	
Signature		Printed Name	
Title		Date	
Street Address		City, ST, ZIP	

PERSONAL GUARANTY

To induce the extension of credit to Purchaser, undersigned Guarantors hereby guarantee payment of all existing and future indebtedness of Purchaser to HBS, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of HBS's collection efforts. The Guarantors agree that their liability hereunder is joint and several, with each other and with Purchaser. This personal guaranty is absolute, complete, unconditional, irrevocable and continuing and it shall not be necessary for HBS to give notice to Guarantors of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or HBS's arrangements with any other Guarantor. A Guarantor may by written notice, sent via certified or registered mail to HBS at its Corporate Headquarters as described above (Attn: Credit Dept.), terminate its guaranty as to any new extensions of credit to Purchaser made more than ten days after such written notice, but such Guarantor shall continue to be obligated in respect of any credit extended within ten days after HBS'S receipt of such notice and any credit HBS remains obligated to extend Purchaser at the close of business on the tenth day following HBS's receipt of such notice. Guarantors agree to provide personal financial information as reasonably requested by HBS. The terms of the Credit Agreement are incorporated herein by reference.

Each undersigned Guarantor has, independently and without reliance upon HBS and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Personal Guaranty, and has established adequate procedures for continually obtaining information to, and is now and at all times will be completely familiar with, the business, condition (financial or otherwise), operations, performance, and prospects of Purchaser and each other Guarantor.

All those owning 25% or more of Purchaser must sign.

GUARANTORS:

Signature		Printed Name	
SS Number		Date	
Signature		Printed Name	
SS Number		Date	

RETURN INFORMATION

Please email completed form to customermaster@huntsmanbuilds.com.

CUSTOMER PROFILE

COMPANY INFORMATION					
Company Name				Type	
Form Completed By: (Name / Title)					
Date Submitted					
HBS Authorized	No	Yes (signed Authorized Contractor Agreement on file)			
Names of all HBS Trained Personnel					
Years in Business					
Sales Tax Exempt (Please attach certificate)	Yes	No			
New to Spray Foam	Yes	No			
Products Used	Open Cell	Closed Cell	Roofing/Coatings		
Sets Used in Prior Year	1 – 50	50 – 100	100 – 200	200+	New to spray foam
Number of Rigs					
Type of Spray Equipment Used					
Spray Gun					

CONTACT INFORMATION			
Contact Name			Title
Phone Number			Email Address
Contact Name			Title
Phone Number			Email Address
Contact Name			Title
Phone Number			Email Address
Contact Name			Title
Phone Number			Email Address
Contact Name			Title
Phone Number			Email Address

BILLING INFORMATION			
Contact Name			Email Address
Street Address			City, ST, ZIP
Phone Number			Fax Number

SHIPPING INFORMATION			
Contact Name			Email Address
Street Address			City, ST, ZIP
Phone Number			Fax Number

DELIVERY INFORMATION					
Delivery Contact					
Delivery Contact Number			Call Before Delivery	Yes	No
Preferred Packaging Type	Metal Drums	Totes	40' Semi OK	Yes	No
Lift Gate Required	Yes	No	Loading Dock	Yes	No If yes, height: ft
Owns a Fork Lift	Yes	No	Owns a Pallet Jack	Yes	No

PROJECTED VOLUME				
	Closed Cell (# of sets)	Open Cell (# of sets)	Roofing/Coatings (in gal)	Parts & Equipment (\$)
1st Quarter				
2nd Quarter				
3rd Quarter				
4th Quarter				
TOTAL				

COMMENTS

AUTHORIZED CONTRACTOR AGREEMENT

This Authorized Contractor Agreement (the "Agreement") is entered into by and between as the Authorized Contractor, and Huntsman Building Solutions ("HBS"). Pursuant to this Agreement, Authorized Contractor has requested that it be granted Authorized Contractor status from HBS to enable Authorized Contractor to purchase products from HBS. In consideration of HBS selling products to Authorized Contractor, Authorized Contractor agrees as follows:

- A. Have all personnel who handle, sell or install SPF certified under the CPI High Pressure SPF Health and Safety training program that can be found at www.sprypolyurethane.org.
- B. Provide and maintain spray equipment to process and apply HBS spray foam insulation systems in accordance with Product Application Guides and Technical Data Sheets that can be found in the Technical Library at www.huntsmanbuildingsolutions.com.
- C. Apply HBS spray foam in accordance with The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam that can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- D. Comply with all current product labels, SDS, Technical Data Sheets, ICC-ESR and Product Application Guides.
- E. Provide appropriate PPE for all workers on the jobsite in accordance with OSHA and NIOSH regulations.
- F. Provide and use workspace ventilation during and after the spray process according to The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam.
- G. Adhere to the HBS Flushing Procedure that can be found in the Equipment section of the Technical Library at www.huntsmanbuildingsolutions.com.
- H. Never mix A-side iso, also known as isocyanate and A-PMDI, with water.
- I. Abide by the minimum and maximum thicknesses designated on the Technical Data Sheets for HBS spray foams.
- J. Comply with applicable building codes.
- K. Keep accurate records of job site activity and information in accordance with The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam. Daily Job Site Reports can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- L. Comply with OSHA standards related to SPF application. Section 7 of The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam includes a table of various OSHA standards related to SPF application. The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- M. Train employees to comply with the requirements set forth in this Agreement.
- N. Remain in good standing with HBS's Authorized Contractor credit terms.

GENERAL PROVISIONS

- 1. All rights, duties, and obligations under this Agreement are payable and enforceable in Harris County, Texas. The laws of the State of Texas, without regard to any conflicts of law provisions, shall govern the construction and enforcement of this Agreement. Authorized Contractor hereby submits to personal jurisdiction in courts in the State of Texas.
- 2. This Agreement may be waived, modified, amended only by a written instrument signed by both parties. The parties expressly reserve the rights to amend or modify this Agreement in form or substance by their mutual written agreement at any time.
- 3. Either party, immediately on notification in writing, may terminate this Agreement without cause.
- 4. Notwithstanding anything herein to the contrary, this Agreement is for the parties' exclusive benefit and not for the benefit of any third party.
- 5. This Agreement represents the entire agreement of the parties with regard to the subject matter hereof. All agreements, representations and warranties, express or implied, oral or written, of the parties with respect to the subject matter hereof, are contained herein. No other agreements, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, and warranties with respect to the subject matter hereof, are waived, merged herein and superseded hereby. There are no unwritten oral agreements between the parties.
- 6. This Agreement shall be deemed and construed to have been jointly prepared by the Parties hereto and any uncertainties or ambiguities, if found existing in this Agreement, shall not be interpreted against any particular party by reason of such party having prepared or suggested any language herein.
- 7. It is specifically understood and agreed to by the parties hereto that each party is engaged in a separate business, and no partnership or agency is intended to be or is created by this Agreement. Neither party hereto shall have the right to control or direct the business operations of the other party. Each party shall have the sole right and responsibility to control and direct such party's business operations.
- 8. Any notices required or permitted to be given under this Agreement must be in writing and given either by personal delivery, mail, or facsimile to the other party as hereinafter set forth below or such other address as the parties may hereinafter designate in writing pursuant to this paragraph.

Authorized Contractor Agreement
REV 08/17/23

HBS
3315 E. Division Street
Arlington, TX 76011
Telephone: (817) 640-4900
Facsimile: (817) 633-2000

Authorized Contractor:

Street Address:

City, ST, ZIP

Telephone:

Fax:

E-mail:

9. AUTHORIZED CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HBS AND ITS PARENT, AFFILIATED COMPANIES, OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, DELAYS, ACTIONS, DAMAGES, LIABILITIES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) FOR DEATH OR INJURY TO ANY PERSON OR PERSONS AND FOR DAMAGE OR LOSS OF ANY PROPERTY CAUSED BY, ARISING FROM OR IN ANY WAY CONNECTED WITH THE PERFORMANCE BY AUTHORIZED CONTRACTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT, ITS USE OF THE PRODUCTS PURCHASED HEREUNDER, OR ANY ACTS OR OMISSIONS OF AUTHORIZED CONTRACTOR OR ITS SUB-CONTRACTORS, AGENTS OR EMPLOYEES, AND REGARDLESS OF WHETHER ANY SUCH DEATH, INJURY, OR PROPERTY DAMAGE IS ALSO CAUSED IN PART BY THE NEGLIGENCE OR OTHER LIABILITY OF HBS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Authorized Contractor shall keep and maintain in effect during the entire term of this Agreement at Authorized Contractor's sole cost and expense comprehensive general liability, broad form property damage and personal injury insurance with coverage to include premises operations, product liability, completed operations, hazard, contractual liability (specifically insuring the liability assumed under this contract) with minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall be issued by a company having an A.M. Best rating of A-VIII or higher. Each such policy shall provide that it is primary insurance to and non-contributing with any other insurance carried by HBS, shall list HBS as an additional insured, and shall obligate the insurer and the insurance agent of record to give HBS not less than thirty (30) days prior written notice in the event of policy cancellation, non-payment, or any material change therein. Each such policy shall contain a waiver of subrogation in favor of HBS. The provisions of this insurance requirement shall not be construed to limit in any way Authorized Contractor's indemnity or other obligations hereunder.

Huntsman Building Solutions		Authorized Contractor	
Date:		Date:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	

Territory Manager:

Date:

Authorized Contractor Agreement
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