

IN THE CIRCUIT COURT OF
SEBASTIAN COUNTY, ARKANSAS

FORT SMITH DISTRICT

CIVIL DIVISION

FILED
FT. SMITH DIST.
Patty Henderson
2020 SEP -3 A 11:13

SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES

CIR. CLERK SEB. CO. PLAINTIFF

VS. CASE NO. 66FCV-20- 646 COURT DIVISION VII

BOLDING CONSTRUCTION COMPANY, INC. and MAX AVERY, individually DEFENDANTS

VERIFIED COMPLAINT

Comes Plaintiff SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES, by and through attorney, Shawn Key of THE KEY FIRM, PLLC, and for its Verified Complaint, states that:

PARTIES

1. Plaintiff SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES ("Plaintiff") is a foreign corporation duly formed and organized under the laws of the State of Delaware. Plaintiff is authorized to transact business in Arkansas.
2. Defendant BOLDING CONSTRUCTION COMPANY, INC. ("Defendant BOLDING CONSTRUCTION COMPANY") is a domestic corporation authorized to do business in Arkansas with its principal place of business in Sebastian County, Arkansas.
3. On information and belief, Defendant MAX AVERY ("Defendant MAX AVERY") resides in Sebastian County, Arkansas.
4. Defendant BOLDING CONSTRUCTION COMPANY and Defendant MAX AVERY may be periodically referred to collectively herein as "Defendants."
5. All allegations herein are to be read and taken together, irrespective of section titles.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction according to Arkansas Code Annotated. § 16-13-201.
7. Venue is proper in this Court pursuant to A.C.A. § 16-60-101 by virtue of the fact that the allegations alleged herein show that Sebastian County, Arkansas, is where Defendant MAX AVERY resided at the time of the event or omission giving rise to the cause of action and/or where Defendant BOLDING CONSTRUCTION COMPANY had its principal office at the time of the event or omission giving rise to the cause of action.

FACTS COMMON TO ALL COUNTS

8. On or about September 23, 2019, Defendant BOLDING CONSTRUCTION COMPANY executed an application for credit ("Contract") with the Plaintiff, attached hereto, made a part hereof, and marked as EXHIBIT A.
9. MAX AVERY signed the Contract as an officer or agent of Defendant BOLDING CONSTRUCTION COMPANY.
10. As part of the same Contract, Defendant MAX AVERY agreed to guarantee payment to the Plaintiff any balance owed by Defendant BOLDING CONSTRUCTION COMPANY to the Plaintiff.

11. Between October 7, 2019, and November 19, 2019, the Plaintiff sold and provided goods, merchandise and/or service to Defendant BOLDING CONSTRUCTION COMPANY as contemplated by the parties' agreement and as evidenced by the Statement of Account, attached hereto, made a part hereof, and marked as EXHIBIT B.
12. The Plaintiff invoiced Defendant BOLDING CONSTRUCTION COMPANY after each transaction. A copy of each invoice is attached hereto, made a part hereof, and marked collectively as EXHIBIT C.
13. The balance of all invoices taken together totals \$5,910.40.
14. The Plaintiff made requests for payment from Defendant BOLDING CONSTRUCTION COMPANY and from Defendant MAX AVERY as the guarantor, but both refused, failed, or neglected to remit payment sufficient to satisfy the balance due to the Plaintiff.
15. After posting all payments, credits, and offsets to the account, the account of Defendant BOLDING CONSTRUCTION COMPANY reflects a balance due of \$5,627.60, as stated in the Affidavit as to Correctness of Account, which is attached hereto and incorporated herein by reference as EXHIBIT D.

COUNT I: BREACH OF CONTRACT BY DEFENDANT BOLDING CONSTRUCTION COMPANY

16. Defendant BOLDING CONSTRUCTION COMPANY entered into a valid, enforceable contract with the Plaintiff.
17. The Plaintiff delivered or provided to Defendant BOLDING CONSTRUCTION COMPANY each item reflected on each invoice.
18. The contract between Plaintiff and Defendant BOLDING CONSTRUCTION COMPANY obligated Defendant BOLDING CONSTRUCTION COMPANY to render payment to the Plaintiff for the goods, merchandise, and/or service provided by the Plaintiff and in the amount reflected on each invoice.
19. Defendant BOLDING CONSTRUCTION COMPANY did not make payment to satisfy the balance shown on each invoice by the due date shown on each invoice.
20. The Plaintiff demanded payment from Defendant BOLDING CONSTRUCTION COMPANY, who denied the demand, whether by silence, refusal, or neglect.
21. Defendant BOLDING CONSTRUCTION COMPANY's refusal to make payment to the Plaintiff constitutes a breach of contract.
22. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT II: OPEN ACCOUNT

23. Pleading in the alternative, Defendant BOLDING CONSTRUCTION COMPANY entered into an open account with Plaintiff when Defendant BOLDING CONSTRUCTION COMPANY contemplated running or concurrent dealings with the Plaintiff to include all transactions.
24. The Plaintiff periodically rendered to Defendant BOLDING CONSTRUCTION COMPANY statements and invoices that reflected all charges, credits, and payments as well as the date each payment was due to the Plaintiff.

25. Defendant BOLDING CONSTRUCTION COMPANY at no time made a written objection to the accuracy of any statement, the dollar amount of any statement, or the total amount of all statements.
26. Defendant BOLDING CONSTRUCTION COMPANY's account remains open, unsettled, and has not been stated.
27. Demand has been made upon Defendant BOLDING CONSTRUCTION COMPANY, who, if only by silence, refused payment.
28. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff for the balance due on open account, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT III: ACCOUNT STATED

29. Pleading in the alternative, the Parties engaged in one or more mutual dealings of a monetary character.
30. After each transaction described herein, the Plaintiff periodically rendered to Defendant BOLDING CONSTRUCTION COMPANY an invoice detailing the specific transaction.
31. Periodically, the Plaintiff rendered to Defendant BOLDING CONSTRUCTION COMPANY a statement of account that set forth all the items of indebtedness and credits.
32. The Plaintiff afforded Defendant BOLDING CONSTRUCTION COMPANY a reasonable time to inspect each invoice and statement.
33. Defendant BOLDING CONSTRUCTION COMPANY at no time made a written objection to the accuracy of any invoice or statement, the dollar amount of any invoice or statement, or the total amount of all invoice or statement.
34. Whether by silence or an expressed act, Defendant BOLDING CONSTRUCTION COMPANY approved the accounting rendered by the Plaintiff and agreed to pay the Plaintiff the dollar amount reflected on the Plaintiff's accounting.
35. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff for the balance ratified by Defendant BOLDING CONSTRUCTION COMPANY, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT IV: BREACH OF PERSONAL GUARANTY OF DEFENDANT MAX AVERY

36. Defendant MAX AVERY entered into a valid, enforceable personal guaranty with the Plaintiff.
37. The guaranty executed by Defendant MAX AVERY obligated Defendant MAX AVERY to pay Plaintiff any amount due to the Plaintiff from Defendant BOLDING CONSTRUCTION COMPANY.
38. Defendant BOLDING CONSTRUCTION COMPANY failed to make payment to the Plaintiff in the amounts set forth herein.
39. Plaintiff made demand upon Defendant MAX AVERY, and Defendant MAX AVERY who, even if only by silence, denied payment.
40. The refusal of Defendant MAX AVERY to make payment to Plaintiff for the balance due by Defendant BOLDING CONSTRUCTION COMPANY is a breach of the personal guaranty given by Defendant MAX AVERY.
41. The failure of Defendant MAX AVERY to make payment to the Plaintiff damaged the Plaintiff in the amounts as shown in the Resulting Damages and Prayer for Relief.

COUNT V: QUASI-CONTRACT, QUANTUM MERUIT, and UNJUST ENRICHMENT

42. Pleading in the alternative, should it be determined that a valid and enforceable written contract does not exist to govern the matters described herein, the Plaintiff alleges that the Parties entered into a quasi-contract evidenced by their agreements, course of conduct, and actions.
43. With both the explicit and implicit approval of Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY, the Plaintiff conferred goods, merchandise and/or service upon Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY, and the Plaintiff is entitled to payment for goods and/or service provided to, received by, and accepted by Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY.
44. After the Plaintiff performed all of its obligations and duties with regard to the quasi-contract, Defendant MAX AVERY and BOLDING CONSTRUCTION COMPANY each refused to pay the Plaintiff for the goods and/or service Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY ordered, accepted, and received a direct benefit, and the refusal constitutes a breach.
45. By virtue of the fact that Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY retained all goods and/or service provided by the Plaintiff, which Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY received and accepted, Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY are each unjustly enriched.
46. Under the theory of *quantum meruit*, Plaintiff is entitled to payment for the fair market value of the goods, merchandise and/or service ultimately conferred upon Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY.
47. The Plaintiff is entitled to a judgment against Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY in the amount of the value of the goods and/or service in the amounts as shown in the Resulting Damages and Prayer for Relief.

RESULTING DAMAGES AND PRAYER FOR RELIEF

48. As evidenced by the exhibits, after crediting all payments, setoffs, and credits, the amount of damages to which the Plaintiff is entitled to recover from the Defendants is as follows:
- (a) the principal sum of \$5,627.60;
 - (b) pre-judgment interest on the principal sum at the rate of 17% per annum from October 7, 2019, to date of judgment;
 - (c) pre- and post-judgment costs permitted under ARCP 54(d)(2);
 - (d) post-judgment interest at highest rate per A.C.A. § 16-65-114;
 - (e) an attorney's fee pursuant to A.C.A. § 16-22-308; and
 - (f) any other relief to which each Plaintiff is entitled, even if not specifically stated herein.

WHEREFORE, the Plaintiff prays that it have judgment against each Defendant as requested herein.

Respectfully Submitted By: 

Shawn Key, Ark. Bar #2005026 • Attorney for Plaintiff, P.O. Box 13690 • Maumelle, AR 72113
Phone: (501) 353-1903 • FAX (424) 214-1919 • shawnkey@comcast.net



CREDIT APPLICATION AND AGREEMENT

COMPANY NAME Bolding Construction Company, Inc.
DOING BUSINESS As (DBA)

MAILING ADDRESS 304 S. 14th St. Fort Smith AR. 72901
CITY STATE ZIP

STREET ADDRESS
CITY STATE ZIP

PHONE NUMBER (479) 763-0298 FAX ()

SALES TAX EXEMPTION CERTIFICATE Yes [] (If Yes, Please Include Signed Certificate Or Copy) No [X]

PO REQUIRED: YES [X] NO [] TYPE OF ENTITY: CORP. [X] PARTNERSHIP [] PROPRIETORSHIP [] INDIVIDUAL [] LLC [] YRS. EST. 1

ASSOCIATED COMPANY / FORMER BUSINESS CREDIT LINE REQUESTED IN DOLLARS \$Any/10,000.00

OFFICERS / PARTNERS / OWNERS:

NAME max Avery TITLE CEO CELL PHONE (479) 629-2889

ADDRESS SOC. SEC #
CITY STATE ZIP

NAME TITLE CELL PHONE ()

ADDRESS SOC SEC #
CITY STATE ZIP

CONTROLLER - A/P CONTACT EMAIL ADDRESS

BUSINESS OR TRADE REFERENCES:

1. Yeagers Ace Hardware PHONE (479) 474-5278 FAX ()

2. Trinity Multifamily PHONE (479) 719-8153 FAX ()

3. McCoy Roof Co. PHONE (918) 413-2635 FAX ()

BANK NAME United Federal Credit Union ACCOUNT NO. 571802758375

OFFICER NAME Mishelo PHONE (888) 982-1400 FAX ()

The Customer identified above hereby applies for open account credit from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"). The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Seller to investigate all references and customary credit information sources including consumer credit reporting repositories 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. Terms of sale are noted on the invoice. COD restrictions may be placed on any past due account. A service charge of one-and-one-half percent (1-1/2%) per month or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to exceed, at any time, the highest rate of interest legally allowed. All amounts due for purchases are payable to Seller at 5900 South Lake Forest Drive, Suite 400, McKinney, TX 75070. 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 Seller and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles. Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller. 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 attorneys' fees, and/or costs of collection whether or not suit is filed. I/We understand that we must notify Seller in writing by certified mail of any change in ownership the name of the business or structure of the business under which credit was established. The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. Terms and Conditions are incorporated herein.

COMPANY NAME Bolding Construction Company, Inc.

SIGNATURE TITLE CEO

SIGNATURE TITLE

STANDARD TERMS AND CONDITIONS OF SALE

Initials 

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on this form. Any order or statement of intent to purchase any merchandise and/or services from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such of such merchandise and/or services; shall constitute assent to said terms and conditions. If a subsidiary, business unit or assumed name of Seller is identified on the face of the Credit Application and/or Picking Ticket, then Seller means that subsidiary, or business unit. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. We do not assume any responsibility or liability under contracts, agreements or covenants between the purchaser and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of merchandise and/or services furnished hereunder, Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertains to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and is subject to change without notice unless otherwise specifically stated in writing. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control, (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The forgoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management.
11. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
12. Authorized Purchasers: Unless you notify us in writing to the contrary prior to making a purchase, you hereby represent and warrant that any employee or agent action on your behalf shall be deemed to be authorized by you and Seller may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
13. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as Seller may determine in its sole discretion. However, all payments received after the invoice due date will be applied only at Seller's discretion and may be applied to the oldest invoices first, regardless of lien status of the delinquent invoices in question.
14. If Buyer has provided a fax number above, Buyer hereby authorizes Seller to send and hereby consents to receive fax information from Seller that may include, but is not limited to, credit account billing information, flyers, market update information, sales promotions, price sheets, product specification, and other materials information.
15. If paid by credit card, no discount is available.



5900 S. Lake Forest Drive Suite 400
McKinney, TX 75070-2196



STATEMENT

| | |
|---------------------------------------------------------------------------------|---------------|
| Account # : | |
| Statement Date : | 04/27/2 |
| Phone # : | (479)-763-029 |
| Fax # : | |
| REMIT TO | |
| SOUTHERN SHINGLES P.O. BOX 842468 DALLAS, TX 75284-2468 (833)-290-7459 | |

BILL TO:

BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH, AR 72901

| INVOICE DATE | INVOICE # | CUST PO # | TYPE | GROSS AMOUNT | DISCOUNT DATE | DISCOUNT AMOUNT | PAYMENT | NET AMOUNT |
|-------------------------------------------------------------------------------------|--------------|---------------|-----------|--------------|---------------|-----------------|---------|------------|
| Ship-to # 1: BOLDING CONSTRUCTION COMPANY, 304 S 14TH STREET FORT SMITH AR 72901 | | | | | | | | |
| SS FT SMITH | | | | | | | | |
| 10/07/19 | 15779517-001 | PARIS | Invoice | 1,074.67 | | | | 1,074.6 |
| 10/08/19 | 15789710-001 | PARIS | Invoice | 840.99 | | | | 840.9 |
| 10/09/19 | 15804516-001 | parish | Invoice | 129.99 | | | | 129.9 |
| 10/14/19 | 15833248-001 | PARIS | CM | -182.81 | | | | -182.8 |
| 10/14/19 | 15833276-001 | parish | CM | -99.99 | | | | -99.9 |
| 11/18/19 | 16188772-001 | 11360 HWY 348 | Invoice | 2,762.00 | | | | 2,762.0 |
| 11/19/19 | 16206387-001 | MOUNTAINBURG | Invoice | 1,102.75 | | | | 1,102.7 |
| | | | Sub-Total | 5,627.60 | | | | 5,627.6 |

Thank you for your business! If our service or your total experience with our company did not meet your needs or expectations, please email us at customerfeedback@srsicorp.com or call us at 469-854-2542.

| CURRENT AMT | 1 - 30 DAYS | 31 - 60 DAYS | 61 - 90 DAYS | OVER 90 DAYS | AMOUNT DUE |
|-------------|-------------|--------------|--------------|--------------|-------------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 5,627.60 | \$5,627.60 |



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459



INVOICE
 15779517-001

Invoice Date: 10/07/19
 Account: [REDACTED]
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 15779517-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

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SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

| | | |
|----------------------|------------------------|---------------------|
| PO: PARIS | REF: | JOB: |
| ORDER DATE: 10/04/19 | SALES M MCGCASLIN | SHIP VIA: WILL CALL |
| SHIP DATE: 10/04/19 | AGENTS M WALKER | FRT TERM: |
| | ORDER TYPE: WILLCALL | |
| | ORDERED BY: EVERETT H. | |
| | ENTERED BY: hstewart | AUTH CHG: |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------|
| 25 | 25 | PC | MARVEF1 5-1/4" X 8" MARATHON EX-FLOW ONE-WAY VENT | 25.00/PC | 38.99/PC | 974.75 |
| | | | SUBTOTAL | | | 974.75 |
| | | | Sales Tax | | 10.25% | 99.92 |
| | | | Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX Due Date: 11/10/19

Balance **\$1,074.67**



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

INVOICE
15789710-001

Invoice Date: 10/08/19
 Account: ██████████
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 15789710-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

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| | | |
|----------------------|-------------------|----------------------|
| PO: PARIS | REF: | JOB: |
| ORDER DATE: 10/07/19 | SALES M MCCCASLIN | ORDER TYPE: WILLCALL |
| SHIP DATE: 10/07/19 | AGENTS | ORDERED BY: EVERETT |
| | M WALKER | ENTERED BY: hstewart |
| | | SHIP VIA: WILL CALL |
| | | FRT TERM: |
| | | AUTH CHG: |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------|
| 8 | 8 | EA | GAFEGTCFSWH HAZ-MAT 10 OZ GAF EVERGUARD TPO FLEXSEAL CAULK WHITE RED LABEL, 20 EA/CTN Cust#: ETPOCW | 8.00/EA | 8.50/EA | 68.00 |
| 24 | 24 | EA | GAFEGTVB16WH 1" - 6" GAF EVERGUARD TPO VENT BOOT MOLDED WHITE Cust#: ETPOVBW | 24.00/EA | 28.95/EA | 694.80 |
| | | | SUBTOTAL | | | 762.80 |
| | | | Sales Tax | | 10.25% | 78.19 |
| | | | Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX Due Date: 11/10/19

Balance **\$840.99**



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

INVOICE
15804516-001

Invoice Date: 10/09/19
 Account: XXXXXXXXXX
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 15804516-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

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SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

| QTY ORDERED | | QTY SHIPPED | | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------|---------------------------------------------------------------------------------|-----|------------------|---------------|-----------|--------|
| 1 | 1 | EA | VERE3QASTBL 3" X 100' VERSICO EPDM QA SEAM TAPE BLACK VERSIGARD 301939 | | 1.00/EA | 95.00/EA | 95.00 | |
| 1 | 1 | 1G | GAFEGSC1 HAZ-MAT 1 GAL GAF EVERGUARD TPO SEAM CLEANER Cust#: ETPOSC | | 1.00/1G | 22.90/1G | 22.90 | |
| SUBTOTAL | | | | | | | | 117.90 |
| Sales Tax | | | | | | | 10.25% | 12.09 |
| Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non-Stock or Special Order Material. | | | | | | | | |

PAYMENT TERMS:
 NET 10TH PROX Due Date: 11/10/19

Balance **\$129.99**



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

CREDIT MEMO

15833248-001

Invoice Date: 10/14/19
Account: ██████████
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15833248-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

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SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

| | | | | | |
|----------------------|-------------------|-----------------------|--|-----------------------|-----------|
| PO: PARIS | | REF: | | JOB: | |
| ORDER DATE: 10/10/19 | SALES M MCCCASLIN | ORDER TYPE: WILL CALL | | SHIP VIA: WILL CALL | FRT TERM: |
| SHIP DATE: 10/14/19 | AGENTS M WALKER | ORDERED BY: | | ORIG SO: 15789710-001 | |
| | | ENTERED BY: hstewart | | INV REF: | |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|---------|
| -6 | -6 | EA | GAFEGTVB16WH 1" - 6" GAF EVERGUARD TPO VENT BOOT MOLDED WHITE Orig Inv#: 15789710-001 Cust#: ETPOVBW | -6.00/EA | 28.95/EA | -173.70 |
| | | | Reason: CUSTOMER MATERIAL RETURN | | | |
| | | | SUBTOTAL | | | -173.70 |
| | | | RESTOCKING FEE | | | 8.69 |
| | | | Sales Tax | | 10.25% | -17.80 |
| | | | Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee: We will not accept returns on Non-Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX

| | |
|---------------|-----------|
| Cash Discount | 0.00 |
| Balance | \$-182.81 |



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

CREDIT MEMO

15833276-001

Invoice Date: 10/14/19
 Account: XXXXXXXXXX
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 15833276-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

| | | |
|----------------------|-------------------|-----------------------|
| PO: parish | REF: | JOB: |
| ORDER DATE: 10/10/19 | SALES M MCCCASLIN | ORDER TYPE: WILLCALL |
| SHIP DATE: 10/14/19 | AGENTS H STEWART | ORDERED BY: |
| | | ENTERED BY: hstewart |
| | | SHIP VIA: WILL CALL |
| | | FRT TERM: |
| | | ORIG SO: 15804516-001 |
| | | INV REF: |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------|
| -1 | -1 | EA | VERE3QASTBL 3" X 100' VERSICO EPDM QA SEAM TAPE BLACK Orig Inv#: 15804516-001 VERSIGARD 301939 | -1.00/EA | 95.00/EA | -95.00 |
| | | | Reason: CUSTOMER MATERIAL RETURN | | | |
| | | | SUBTOTAL | | | -95.00 |
| | | | RESTOCKING FEE | | | 4.75 |
| | | | Sales Tax | | 10.25% | -9.74 |
| | | | Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non-Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX

| | |
|---------------|----------|
| Cash Discount | 0.00 |
| Balance | \$-99.99 |



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

INVOICE
16188772-001

Invoice Date: 11/18/19
 Account: XXXXXXXXXX
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 16188772-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 11360 HWY 348
 MOUNTAINBURG AR 72946

| | | |
|----------------------|-------------------|---------------------|
| PO: 11360 HWY 348 | REF: 937-750-3571 | JOB: |
| ORDER DATE: 11/14/19 | SALES M MCCCASLIN | ORDER TYPE: WHSE |
| SHIP DATE: 11/14/19 | AGENTS | ORDERED BY: SHANNON |
| | M WALKER | ENTERED BY: mwalker |
| | | SHIP VIA: ROOF LOAD |
| | | FRT TERM: |
| | | AUTH CHG: |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|----------|
| 90 | 90 | BD | TAMHE30ARRHJO 3 BD/SQ JOPLIN TAMKO HERITAGE RUSTIC HICKORY | 90.00/BD | 24.00/BD | 2,160.00 |
| 3 | 3 | BD | TAMEL25ARRHJO 3 BD/SQ JOPLIN TAMKO ELITE SD AR RUSTIC HICKORY | 3.00/BD | 21.00/BD | 63.00 |
| 7 | 7 | RL | TAR15F 4 SQ/RL TARCO 15# FELT | 7.00/RL | 19.45/RL | 136.15 |
| 4 | 4 | EA | 3N1AF 3N1 AUTO FLASHING | 4.00/EA | 5.99/EA | 23.96 |
| 18 | 18 | PC | FLAED5ABR 5" X 1-1/2" FLAMCO ALUMINUM EAVE DRIP BROWN | 18.00/PC | 6.30/PC | 113.40 |
| | | | SUBTOTAL | | | 2,496.51 |
| | | | FUEL CHARGE | | | 55.00 |
| | | | Sales Tax | | | 210.49 |
| | | | Restock/Return Policy: All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX Due Date: 12/10/19

Balance **\$2,762.00**



SOUTHERN SHINGLES - FT SMITH
 1819 SOUTH 28TH STREET
 VAN BUREN, AR 72956
 FAX: (479)-471-8254
 Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
 P.O. BOX 842468
 DALLAS, TX 75284-2468
 Phone: (833)-290-7459

INVOICE
16206387-001

Invoice Date: 11/19/19
 Account: ██████████
 Branch: SSFTS
 Phone: (479)-763-0298
 Fax:
 Delivery: 16206387-001

BILL TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
 BOLDING CONSTRUCTION COMPANY
 304 S 14TH STREET
 FORT SMITH AR 72901

| | | |
|----------------------|-------------------|-----------------------|
| PO: MOUNTAINBURG | REF: | JOB: |
| ORDER DATE: 11/18/19 | SALES M MCCCASLIN | ORDER TYPE: WILL CALL |
| SHIP DATE: 11/18/19 | AGENTS | ORDERED BY: |
| | M WALKER | ENTERED BY: hstewart |
| | | SHIP VIA: WILL CALL |
| | | FRT TERM: |
| | | AUTH CHG: |

| QTY ORDERED | QTY SHIPPED | UOM | ITEM/DESCRIPTION | CONVERTED QTY | PRICE/UOM | AMOUNT |
|-------------|-------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|----------|
| 28 | 28 | BD | TAMHE30ARRHJO 3 BD/SQ JOPLIN TAMKO HERITAGE RUSTIC HICKORY | 28.00/BD | 24.00/BD | 672.00 |
| 4 | 4 | BD | TAMEL25ARRHJO 3 BD/SQ JOPLIN TAMKO ELITE SD AR RUSTIC HICKORY | 4.00/BD | 21.00/BD | 84.00 |
| 2 | 2 | PC | METSF448GA 4" X 4" X 8" SEMCO GALVANIZED HT STEP FLASHING | 2.00/PC | 34.45/PC | 68.90 |
| 18 | 18 | PC | FLAED5ABR 5" X 1-1/2" FLAMCO ALUMINUM EAVE DRIP BROWN | 18.00/PC | 6.30/PC | 113.40 |
| 1 | 1 | BX | COIL114 1-1/4" COIL NAIL Cust#: NCU1.25 | 1.00/BX | 30.15/BX | 30.15 |
| 1 | 1 | BX | PCN12000 1" 2000/BX PLASTIC CAP NAIL Cust#: 752001 | 1.00/BX | 16.89/BX | 16.89 |
| 1 | 1 | RL | TAR15F 4 SQ/RL TARCO 15# FELT | 1.00/RL | 19.45/RL | 19.45 |
| | | | SUBTOTAL | | | 1,004.79 |
| | | | Sales Tax | | 9.75% | 97.96 |
| | | | Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material. | | | |

PAYMENT TERMS:
 NET 10TH PROX Due Date: 12/10/19

Balance \$1,102.75

