

South Eastern Plumbing Supply, Inc.

Standard credit application

Legal name of business

Trade name

Business address

Post office box

City, state, ZIP

Telephone

Fax

By filling out this application and signing, Applicant authorizes South Eastern Plumbing Supply to check all credit references and information provided in order to determine the Applicant's creditworthiness.

Ownership: Proprietorship _____ Partnership _____ Corporation _____ LLC _____

Principal owner(s) or officer(s)

Name, address and county, title, Social Security number

Annual sales

Number of employees

North Carolina driver's license number

Please attach current financial statements.

Describe business operations

Billing requirements

Sales tax exempt? Yes _____ No _____. If yes, please attach a copy of your sales tax exemption certificate.

Do you issue purchase orders? Yes _____ No _____. Do you require a job name? Yes _____ No _____.

Number of invoices required _____. Faxed, emailed, or mailed.

Do you require a monthly statement? Yes _____ No _____. Faxed, emailed, or mailed.

Email or fax for invoices or statements

Credit references

Bank name, address, telephone, fax

Supplier

Supplier

Supplier

Real estate owned

Home: value, title in the name of, balance owing, mortgage holder, address

Business: value, title in the name of, balance owing, mortgage holder

Terms and conditions

South Eastern Plumbing Supply, Inc. (South Eastern) and the person signing below under the heading "Applicant" hereby agree as follows:

Prices

All prices are subject to change without notice unless South Eastern has guaranteed price protection in writing. All written price protections shall specify the period of time the price protection remains in effect. In the event the written price protection does not specify the period of time, the price protection shall remain in effect for 90 days from the date a written price quote or offer is provided by South Eastern. ORAL STATEMENTS OF SALES PERSONS ARE NOT BINDING.

Payment terms

South Eastern's monthly billing period begins on the 26th day of each month and ends on the 25th day or the last working day prior to the 25th day of the following month. All payments are due Net 10th of the month following the date of invoice. Any invoice not paid by the 25th day of the month following the date of invoice will be subject to a 1 1/2% service charge. Service charge amount is not to exceed 18% per annum.

Applicants who do not pay accounts when due to South Eastern agree to reimburse South Eastern for all costs and expenses of collection, including, but not limited to, court costs, attorneys' fees, and other expenses incurred by South Eastern in collecting such accounts.

Claims

No claims for damages, defects, shortages, or for any other cause shall be valid unless made in writing and received by South Eastern at the originating branch within 30 days from delivery date or from date of purchase. If the goods sold by South Eastern are damaged or defective, regardless of whether the manufacturer acknowledges responsibility under its warranty or otherwise, South Eastern shall have no responsibility of any kind for any damages, other than to (1) replace the damaged or defective goods from its

inventory if possible or (2) allow a credit for the amount of the purchase price of the defective or damaged goods. In no event shall South Eastern be liable for any labor charges incurred by Applicant with respect to such goods. South Eastern shall not be liable for non-delivery, delays, costs or expenses caused by acts of God, war, strikes, delays of carriers, accidents, gasoline shortages, fires, floods, labor disputes, legalities, or any cause beyond South Eastern's control.

Cancellation of orders

Applicant shall be responsible for all expenses and charges incurred by or assessed against South Eastern as a result of applicant's cancellation of any order placed with South Eastern on the basis of South Eastern's quotation.

Shipping and handling charges

Goods shipped to the Applicant by common carrier may be subject to additional charges by South Eastern for arranging the shipment of goods and for handling such shipment.

Returned goods

Goods sold by South Eastern may not be returned without permission of South Eastern and, if return is permitted, such returned goods must be in saleable condition and in their original packaging. Special orders may not be returned until authorization is given by the manufacturer. Credit for special orders is limited to the credit allowed by the manufacturer. Goods returned are subject to handling charges and a reasonable restocking charge.

General conditions

All quotations and agreements to ship goods are subject to approval by South Eastern's credit department. South Eastern reserves the right at any time to discontinue the sale of goods to Applicant. South Eastern reserves the right to correct any grammatical, typographical, or clerical errors.

Applicant agrees that venue and jurisdiction for any legal proceeding to collect any amount due by Applicant to South Eastern may be brought, at South Eastern's opinion, in the city or county where payment is due as shown on the monthly billing statement. THE CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT OF THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

Name of company

Applicant's signature and title

Date signed. If a partnership, all partners must sign.

Personal guaranty

To: South Eastern Plumbing Supply, Inc.

The undersigned requests South Eastern to extend credit to

_____, legal name of business and address,
hereinafter called the "Applicant", to induce South Eastern to do so and in consideration thereof, each of us

personally unconditionally guarantees to South Eastern the payment of all the Applicant's present and future obligations to South Eastern.

Each of us personally unconditionally guarantees to pay on demand all sums due or that become due to South Eastern from the Applicant and all losses, costs, and attorneys' fees which may be suffered by South Eastern as a result of the Applicant's default. South Eastern may proceed to collect all sums that are due or that may become due from the undersigned or any of them without South Eastern first exercising any of its rights against the Applicant or any collateral, the undersigned hereby waiving any right to require South Eastern to pursue the Applicant or any collateral before enforcing the obligations of the undersigned or any of the hereunder. No termination of this Guaranty shall be effected by the death of any or all of us. This Guaranty may not be terminated except by notice sent to South Eastern via registered mail naming a termination date effective not less than 30 days after receipt of such notice by South Eastern. If Applicant is not a corporation or a limited liability company (LLC) at the time this Guaranty is executed, but Applicant subsequently incorporates or forms a LLC with or without knowledge or consent of South Eastern, the undersigned shall be jointly and severally liable to South Eastern for any indebtedness incurred by or transferred to such corporation or LLC. Each of us waives notice of acceptance hereof and waives presentment, demand, notice of dishonor, protest, notice of protest and nonpayment as to any note or obligation signed, accepted, endorsed, or assigned to South Eastern by the Applicant, and all exemptions and any other demands and notices required by law. Guarantor(s) agree that venue for any legal proceeding to collect on this account may be brought at South Eastern's opinion, in the city/county where payment is due. This Guaranty is a joint and several obligation on the part of the undersigned and shall bind our respective heirs, administrator, personal representatives, successors, and assigns and shall inure to South Eastern's successors and assigns, including, but not limited to any party to whom South Eastern may assign any item or account. We hereby waive notice of any such assignment. All of South Eastern's rights are cumulative and not alternative.

Witness our hands and seals, this _____ day of _____, 20____, at _____ (state).

Do not use a title or affix a corporate seal. Co-owners of jointly held property must sign.

Guarantor's signature, personally

Guarantor's signature, personally

Guarantor's signature, personally

Guarantor's signature, personally

In order to expedite the processing of your credit application, please thoroughly complete all information requested, and have an owner, officer, or authorized person sign the application where indicated. Return the completed application to South Eastern Plumbing Supply at Post Office Box 968, Clayton NC 27528. Please note Attention Credit Department on the envelope. Thank you and we look forward to doing business with you.