

C#: _____
PC: _____
Salesman: _____

FERGUSON SUPPLY COMPANY
345 PLEASANT ST. SW
GRAND RAPIDS, MI 49503
Toll Free: (800) 999-1688 Phone: (616) 456-1688 Fax: (616) 456-7615

COMPANY / OWNER(S) INFORMATION:

Company Name: _____ Business / Home Phone: _____
Street Address: _____ Cell Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____ Email Address: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____
(If different than above)

Name: _____ SS#: _____ DOB: _____
Signature Drivers Lic.#/State: _____
Printed Name: _____ Title: _____

Name: _____ SS#: _____ DOB: _____
Signature Drivers Lic.#/State: _____
Printed Name: _____ Title: _____

Name: _____ SS#: _____ DOB: _____
Signature Drivers Lic.#/State: _____
Printed Name: _____ Title: _____

Business Type: _____ Start Date: _____ Professional License No. _____ Type: _____

Are You Subject to Sales Tax YES NO If you are exempt, please provide Form #3372 from MI Dept of Treasury

CHECK ONE: 1. Corporation: Federal ID# _____ 2. Partnership: 3. Individual: SS#: _____

Estimated Monthly Purchases: \$ _____ PO# Required: YES NO

Backorders Accepted? YES NO Price on Sales Orders? YES NO Use Statement? YES NO

Preferred Method for Invoices/Statements: **(check one)** 1. US Mail _____ 2. Fax _____ 3. Email _____

****TRADE REFERENCES****

Name/Address/Phone/Fax: _____

Name/Address/Phone/Fax: _____

Name/Address/Phone/Fax: _____

Bank Reference & Account NOs. _____

*****CREDIT TERMS*****

FERGUSON SUPPLY COMPANY (HEREINAFTER "FSC") TERMS ARE AS FOLLOWS: 2% DISCOUNT ON MATERIAL – ONLY IF PAID BY THE 10TH OF THE FOLLOWING MONTH; NET PAYMENT IS DUE NO LATER THAN THE 25TH OF THE FOLLOWING MONTH. A TIME-PRICE DIFFERENTIAL OF 1.5% PER MONTH WILL BE CHARGED ON ALL ACCOUNTS NOT PAID BY THE 25TH OF THE FOLLOWING MONTH. SHOULD FSC INITIATE ANY ACTION TO FORCE COLLECTION OF ANY SUMS DUE FSC OR FSC SUCCESSORS, THE APPLICANT AND GUARANTOR AGREE TO PAY ALL COSTS INCURRED BY FSC IN CONNECTION THEREWITH INCLUDING REASONABLE ATTORNEY FEES. IN THE EVENT AN ACTION IS BROUGHT BY ANY PARTY TO THIS CREDIT APPLICATION ARISING OUT OF OR IN CONNECTION WITH THIS CREDIT APPLICATION, THE PARTIES AGREE THAT SUCH ACTION MAY BE BROUGHT IN THE FEDERAL OR STATE COURT.

WE AGREE TO ACCEPT CREDIT TERMS AS STATED ABOVE AND ACCEPT FULL FINANCIAL RESPONSIBILITY FOR ALL CHARGES MADE TO OUR ACCOUNT. WE SWEAR THAT THE INFORMATION GIVEN ON THIS CREDIT APPLICATION IS TRUE AND CORRECT.

DATE: _____

SIGNATURE: _____

WITNESS: _____

PRINTED NAME: _____

Signature

TITLE: _____

**ALL OWNER(S) AND/OR PRINCIPALS MUST SIGN
GUARANTEE OF FULL PAYMENT**

| | |
|---------------------|----------------------------------|
| _____ | Address: _____ |
| Company Name | |
| Guarantor: _____ | SS#: _____ Witness: _____ |
| Signature | Signature |
| Printed Name: _____ | Address: _____ |
| | Residence |
| Guarantor: _____ | SS#: _____ Witness: _____ |
| Signature | Signature |
| Printed Name: _____ | Address: _____ |
| | Residence |
| Guarantor: _____ | SS#: _____ Witness: _____ |
| Signature | Signature |
| Printed Name: _____ | Address: _____ |
| | Residence |
| Dated: _____ | Dated: _____ |

The Guarantors, jointly and severally, in order to induce the Ferguson Supply Company (hereinafter as "FSC") to extend, or continue to extend, credit to the Grantor, hereby absolutely and unconditionally guarantees to FSC the full payment of all debts, obligations and liabilities of every kind and description, whether now owning or hereafter arising out of credit previously, contemporaneously, or hereafter granted by FSC to the Grantor, whether arising from dealings between FSC and Grantor, or from dealings by which FSC may become in any manner whatever a creditor of Grantor.

This shall be a continuing Guarantee and shall not be affected by any payment made by the Grantor to FSC, or whether in the form of cash, property, renewal, or other consideration.

If this Guarantee should be signed by more than one person, all persons having executed the agreement acknowledge that their obligation hereunder shall be joint and several. Each of the parties executing this Guarantee expressly authorizes FSC to proceed, in its sole and absolute discretion against each or any of them, and further agrees that if FSC shall proceed against any one of them the other(s) hereby waives any defense of election of remedies and agrees to continue to be liable under the terms of this agreement for any amount remaining owing between Grantor and FSC.

Guarantor hereby waives all notions hereunder, demand, presentation and any and all notices of protest, default, or nonpayment. Guarantor consents to any and all extensions or renewals made by FSC for or on account of any indebtedness of Grantor to the Company. FSC may proceed directly against Guarantor in the event of any default by the Grantor without resort to any other persons, to the assets of the Grantor, to any collateral security granted by Grantor to FSC, or the liquidation of any collateral security given hereunder to support his Guarantee.

It is agreed that the amount of credit extended to the Grantor or liability incurred by the Grantor to FSC is not limited.

Guarantor expressly acknowledges that FSC would not extend credit of any kind to Grantor without Guarantor's guarantee, and since Guarantor wants and requests that FSC extend credit to Grantor, extension of such credit is sufficient and adequate consideration, benefiting the sole and separate estate of each Guarantor, for Guarantor joint and several guarantee to FSC.

Should FSC initiate any action to force collection of any sums due FSC its successors, the Applicant and Guarantor agree to pay all costs incurred by FSC in connection therewith including reasonable attorney fees (25%). In the event an action is brought by any party to this credit application arising out of or in connection with this credit application, the parties agree that such action may be brought in the federal or state court.

RELEASE OF CREDIT REPORT

The undersigned hereby consent(s) to the use by Ferguson Supply Company (hereinafter referred to as "FSC") of a non-business consumer Credit Report on the undersigned, in order to further evaluate the credit worthiness of the undersigned as Principal(s), Proprietor(s), and/or Guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes FSC to utilize a consumer Credit Report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such Credit Report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C §1681 ET SEQ.

Date: _____ Signature: _____ **Witness:** _____
Signature

Date: _____ Signature: _____ **Witness:** _____
Signature

Date: _____ Signature: _____ **Witness:** _____
Signature

****NOTE: All individuals listed under "Owner(s) and/or Principal(s) (Guarantor(s)) on pages 1 and 2 MUST SIGN.**

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****RETURN GOODS POLICY****

1. All **RETURNED GOODS** that are stock items must be returned with an invoice number and date purchased.
2. All **RETURNED GOODS** must be returned within **30 days** of purchase.
3. All **SPECIAL ORDERS** and **NON-STOCK ITEMS** must also follow rules 1 & 2, but will be subject to a factory restock charge.
4. All **DELIVERED MATERIAL** must be checked for physical damage and reported within **3 days**.
5. **DEFECTIVE MATERIAL** will be the responsibility of the Manufacturer's Warranty. Model and Serial Numbers must be provided. **LABOR ALLOWANCES** will be at the Manufacturer's discretion. A labor bill must be provided at the time the defective material is returned for Manufacturer's consideration. Freight charges may be applied depending upon each Manufacturer's Warranty policy.
6. Drivers cannot pick up material without prior approval.
7. If a price difference is noticed, withhold payment of the disputed amount; pay the net amount and advise in writing of the discrepancy.
8. If material is returned for credit, withhold payment for the amount of the material returned and pay the balance of the invoice.

****NOTE: You must obtain a credit memo from Ferguson Supply Company for the return of materials in order to get credit. If you do not receive a credit memo at the time the product is returned you will not receive credit for that product.**

Sincerely,

MANAGEMENT

Date: _____

Signature: _____

Witness: _____

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ACCOUNT'S PAYABLE INFORMATION:

COMPANY NAME: _____

COMPANY ADDRESS: _____

ACCOUNT'S PAYABLE CONTACT: _____

ACCOUNT'S PAYABLE PHONE NUMBER: _____

ACCOUNT'S PAYABLE FAX NUMBER: _____

ACCOUNT'S PAYABLE EMAIL: _____