

TRADE REFERENCES:



#1 (Name of Company)

 (Account Number)

 (Address)

_____, _____
 (City) (ST) (Zip)

 (Phone) **(FAX OR EMAIL REQUIRED)**

#3 (Name of Company)

 (Account Number)

 (Address)

_____, _____
 (City) (ST) (Zip)

 (Phone) **(FAX OR EMAIL REQUIRED)**

#2 (Name of Company)

 (Account Number)

 (Address)

_____, _____
 (City) (ST) (Zip)

 (Phone) **(FAX OR EMAIL REQUIRED)**

#4 (Name of Company)

 (Account Number)

 (Address)

_____, _____
 (City) (ST) (Zip)

 (Phone) **(FAX OR EMAIL REQUIRED)**

BANK REFERENCE:

DEPOSIT ACCOUNT # _____

LOAN ACCOUNT # _____

 (BANK NAME)

_____, _____
 (Bank Address) (City) (ST)

 (Phone) **(FAX OR EMAIL REQUIRED)**

Terms of sale: All accounts are due and payable in full by the 10th day of the month following purchase. Any accounts which become past due will be subject to service charges in the maximum amount allowed by law plus reasonable late charges and cost of collection including attorney fees. Any account which becomes 60 days past due may be turned over to our attorney for collection. I waive notice of default, nonpayment and consent to any modification or renewal of the credit agreement guaranteed, and in the event my account balance is not paid by the due date, the balance will be debited to my credit card. Customer agrees to notify Seller Corporation by certified mail of any change of ownership of the Customer, and further agrees to be liable for all purchases should the undersigned fail to provide such notification. I fully understand and agree to the terms and conditions detailed on page 4, of the credit policy and agree to pay any cost associated with the collection of my account, should such action become necessary.

I HEREBY WARRANT THAT THE INFORMATION IS TRUE AND CORRECT, AND IS FURNISHED FOR THE PURPOSE OF OBTAINING CREDIT. I HEREBY AUTHORIZE THE RELEASE OF ANY AND ALL CREDIT INFORMATION ON MY ACCOUNTS, BOTH BUSINESS AND PERSONAL; INCLUDING AND NOT LIMITED TO, THE BANK, TRADE REFERENCES, AND CREDIT AGENCIES. IF CREDIT IS EXTENDED, I AGREE TO PAY ANY OBLIGATIONS DUE IN ACCORDANCE WITH THE TERMS OF SALE. (all owners must sign)

#1 Signature of Owner

 Print Name

 Date

#2 Signature of Owner

 Print Name

 Date

INDIVIDUAL PERSONAL GUARANTY

(all owners must sign)

①

I, _____, residing at _____,
(Print name of #1 Guarantor) (Physical Address of #1 Guarantor) (City), (State)

for and in consideration of, your extending credit at my request to _____,
(Company Name)

hereinafter referred to as the company of which I am _____ hereby personally guarantee to you the
(Print title of #1 Guarantor)

the payment at Marks Company, Inc., dba Anderson Electric & Plumbing Supply, in the state of Arkansas any obligation of the company and I agree to pay on demand any sum which may become due to you by the company whenever the company fails to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. I waive notice of default, nonpayment, and consent to any modification or renewal of the credit agreement guaranteed, and in the event my account balance is not paid by the due date, the balance will be debited to my credit card.

Signing below acknowledges agreement of these terms:

#1 Signature of Guarantor Print Name Title Date

②

I, _____, residing at _____,
(Print name of #2 Guarantor) (Physical Address of #2 Guarantor) (City), (State)

for and in consideration of, your extending credit at my request to _____,
(Company Name)

hereinafter referred to as the company of which I am _____ hereby personally guarantee to you the
(Print title of #2 Guarantor)

the payment at Marks Company, Inc., dba Anderson Electric & Plumbing Supply, in the state of Arkansas any obligation of the company and I agree to pay on demand any sum which may become due to you by the company whenever the company fails to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. I waive notice of default, nonpayment, and consent to any modification or renewal of the credit agreement guaranteed, and in the event my account balance is not paid by the due date, the balance will be debited to my credit card.

Signing below acknowledges agreement of these terms:

#2 Signature of Guarantor Print Name Title Date



CHARGE ACCOUNT TERMS AND CONDITIONS

ACCOUNT WITH SELLER: All parties to this Agreement acknowledge that any credit Account established for you or for your benefit will be with the Seller at which you charge purchases to your Account. The terms of this Agreement shall inure to the benefit of Seller. It is agreed that Seller or any of its successors or assigns may bring any action for recourse or remedy sought by Seller. You are responsible for informing of us of any changes to your billing address, shipping address, phone numbers, etc.

AUTHORIZED PURCHASERS: You agree that we may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided us a list of authorized purchasers in writing. Purchases and/or deliveries are authorized to be made without signature.

PROMISE TO PAY: In return for our extending credit under this Account, you agree to pay for all purchases charged by you to the Account regardless of whether your credit line is exceeded, and all other charges.

EXAMINATION AND INSPECTION: Buyer and seller agree that the buyer shall have the duty to thoroughly inspect the goods promptly upon delivery. Buyer shall notify seller in writing, fully specifying all claimed defects for non-conformities, within (15) fifteen days from delivery. Failure to notify seller within (15) days of delivery shall constitute the buyer's waiver of any defect and/or non-conformity discovered during inspection.

BILLING TERMS: You agree to pay all amounts charged to the Account on or before their due date. You accept our billing terms as they may be set forth in the sales invoices and/or statements for all purchases under the Account.

PURCHASE ORDERS: If you use purchase orders in connection with the Account we will try to reflect your purchase order numbers on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices. Any purchase charged to this Account shall be governed solely by the terms and conditions set forth in this Agreement and in our invoices and/or statements, and any other terms and conditions in your purchase orders or other procurement documents shall not apply, even if submitted to and accepted by us in connection with a purchase under the Account.

LATE CHARGE: If we do not receive payment in full in a timely manner, your Account will be in default and past due. We shall access a late charge until all amounts due on the Account are paid in full. The late charge will be the lesser of the maximum amount permitted by applicable law.

RETURNED CHECK CHARGE: We may impose a charge up to the maximum allowed by law for each check received in payment on Account which is returned to us as unpaid.

PAYMENT APPLICATION: Customer agrees to furnish remittance detail with payment. In absence of remittance detail, payment on the Account will be applied first to any late charge, interest, returned check charge, or other charge excluding purchases and then to all unpaid purchased on the Account in the order which they were made, oldest first. In the event the customer fails to furnish remittance detail with a payment, we may apply the payment to unpaid balances at our sole discretion.

SECURITY INTEREST/LIENS: We possess the following security interests and liens (collectively "Security Interest"): (a) purchase money security interests in all goods purchased on the Account until they are paid in full, and (b) materialman's and mechanic's liens against real property improved, or to be improved, by goods and service charged to the Account until they are paid in full. You agree to execute such documents and take such other actions as we may request in connection with the perfection, priority and/or enforcement of our Security interests. You agree not to execute a no lien or lien waiver Agreement affecting our materialman's or mechanic's lien rights without our prior written authorization, and any such Agreement shall be null and void.

DEFAULT: You are in default on the Account if you (a) fail to pay the balance due by the due date, (b) breach any other term or condition of the Agreement, (c) exceed the credit limit on your Account, (d) have made a material misrepresentation or misstatement in the application, guaranty, financial statement or other document submitted to us in connection with the application, (e) become the subject of a bankruptcy, receivership or other insolvency proceeding, or (f) have a writ or order attachment, levy or garnishment issued against you or your property. If you default on the Account, we may (i) declare all amounts owed on the Account to be immediately due and payable, (ii) terminate the Account in which event the terms of this Agreement shall continue to govern until the Account is paid in full, (iii) commence a collection action for all amounts owed on the Account, (iv) repossess all goods purchased on the Account and otherwise foreclose and enforce our security interests in accordance with applicable law, (v) reduce your credit limit, and (vi) exercise any and all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including attorney's fees and expenses in the amount of 15% of the balance owed on the Account or such higher amount as the court having jurisdiction over the collection action may determine.

CANCELLATION: You and we each have the right, at any time, to cancel the Account. In the event of cancellation, the terms and conditions of the Agreement shall continue in effect until all amounts owed on the Account are paid in full.

WARRANTY DISCLAIMER: Anderson Electric & Plumbing does not manufacture the goods it sells and makes no express warranties thereon, but will pass on to its customers, to the extent possible, all benefits realized under whatever warranty, if any, which may be extended by the manufacturer of goods sold. We disclaim all implied warranties of merchantability or fitness for any purpose and all other invoices. We shall not be liable for any incidental or consequential damages, nor for any damages or delays caused by circumstances beyond our control, including, without limitation, labor problems, shortage of goods or raw materials, fire, flood weather or other acts of God. We make no representations and bear no responsibility as to the installation, use or other disposition of the merchandise sold hereby and accordingly, you agree to indemnify and hold us harmless from any liability for injury or damages arising out of, or in any way connected with, or pertaining to the sale, installation, use or other disposition of the merchandise sold herein.

PLANS AND SPECIFICATIONS: Anderson Electric & Plumbing makes no warranty that the description of goods provided by buyer to Anderson Electric & Plumbing conforms to any plans and specifications for goods needed by buyer. Buyer is cautioned to compare Anderson Electric & Plumbing quotation with buyer's actual specified requirements to avoid error. We assume no responsibility for any addenda and or alternates to specified requirements. Any alternate goods offer by Anderson Electric & Plumbing interpretation of the specifications, and does not guarantee approval of acceptance of such goods by the specifying authority.

RETURN POLICY: All orders placed for non-stock goods are final unless the manufacturer or distributor authorizes their return. All orders for stock goods are final unless we, in our sole discretion, authorized and accept their return. You will pay us a handling fee, restock fee, and reimburse us for any cost we incur in connection with your return of goods.

CREDIT INFORMATION: Unless and until the Account is canceled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) of the customer with the Account, and each personal guarantor of the Account, including information from commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified on your application for the Account, and such other sources of credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.

CREDIT APPROVAL: This Agreement shall not be effective and binding on us and the Account shall not be activated until such time as we have advised you that your application has been approved by us.

GOVERNING LAW: This Agreement and the Account are governed by and construed in accordance with the laws of the state in which Seller is physically located.

ASSIGNMENT: We may sell, assign, transfer any or all of your Account or any balances due there under without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

ENTIRE AGREEMENT: The application and this Agreement constitute the entire Agreement between you and us regarding the Account and supersede all of our prior written and oral Agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and conditions stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter.

Owner/Officer Signature _____ **Date:** _____