

Customer Credit Application

Customer warrants that the following information is accurate and complete: (Please attach additional sheets as needed.)

Name of Customer (Legal Name) EIN/SSN

Trade Name(s)

Mailing Address City State Zip

Shipping Address City State Zip

() ()
 Phone Number Fax Number E-mail

Contact Person

Business Facts:

Proprietorship General Partnership Limited Partnership Corporation Limited Liability Company

Formed/Incorporated under state laws of _____, County _____

Date of formation or incorporation: _____

Is business a subsidiary or franchise? Yes No

If YES, name of parent or franchise: _____

Its address _____

Length of time of present ownership _____ years _____ months

Previous customer: Yes No

Under what name? _____ Location? _____

Have you ever declared business or personal bankruptcy? Yes No If yes, when _____

Are there any legal actions over \$25,000 pending against you or your business? Yes No

Banking

Name of Account Holder Account Number Bank Officer

Bank Name Phone Number Fax Number

Mailing Address City, State, Zip code

Please see enclosed page for bank authorization

Trade References:

<i>Name</i>	<i>Address</i>	<i>Phone & Fax Number</i>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

How do you pay your bills? 30 days 60 days 90 days Discount _____

[[DISCUSS WITH CUSTOMER] FINANCIAL STATEMENTS: Please submit Customer's current financial statements and/or tax return as part of this credit application.]

STATE SALES TAX EXEMPTION: The Customer will be charged the applicable sales tax on all purchases unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this credit application.

TERMS & CONDITIONS

Please read carefully before signing.

All of customer's purchases from Comfort Supply Inc. ("Supplier") shall be subject to the following terms and conditions (this "Agreement"):

1. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
2. Supplier may cancel extension of credit in its sole discretion at any time.
3. Supplier may demand adequate assurance of performance if reasonable grounds for security arise (including, without limitation, death, incapacity, bankruptcy, change in management or any other change in the condition of the Customer or any guarantor) and, until such assurance is received, may suspend any performance for which Supplier has not already received the agreed return. Upon Customer's failure to provide such assurance of due performance within a reasonable time not exceeding thirty (30) days, Seller may require all outstanding amounts to be paid in full on demand, and Customer shall make payment without offset or deduction.
4. As security for any and all amounts due Supplier, Customer hereby grants to Supplier a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from Supplier and in the proceeds and products thereof, and at Supplier's request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to Supplier for filing as a public record.
5. If any amount due Supplier is not paid when due, a finance charge of one and one half percent (1 ½%) per month of the balance (which finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
6. All transactions arising under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute which results in legal action by any party to this Agreement must be adjudicated in the Allegheny County Court of Common Pleas.
7. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
8. The Customer authorizes Supplier at their discretion to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition. In addition, Customer authorizes Supplier to obtain information about any guarantor.
9. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be given. Supplier may, regardless of the terms sated on the

invoices, require all outstanding amounts to be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.

10. At Supplier's option, any claim or controversy arising out of this Agreement or the breach hereof shall be settled by arbitration according to the general arbitration statute of the Commonwealth of Pennsylvania; and the arbitration hearing shall be convened in Allegheny County, Pennsylvania. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law. The arbitrator shall make his/her award according to this Agreement and applicable principals of law and equity. The arbitrator shall allow reasonable prehearing discovery. The guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitrator shall allow reasonable prehearing discovery. The guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
11. Customer hereby certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.
12. The person executing this Agreement has the authority to bind the Customer and is authorized by the Customer to enter this Agreement.

Legal Name of Customer

Name of Representative

Officer, Owner or Partner's Signature

Title

Print Name of Person Signing

Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by Supplier to _____, the undersigned ("Guarantor"), individually, jointly and severally, unconditionally guarantee(s) to Supplier the full and prompt payment by _____, of all obligations which Guarantor presently or hereafter may have to Supplier and payment when due of all sums presently or hereafter owing by Guarantor to Supplier, Guarantor agrees to indemnify Supplier against any losses Supplier may sustain and expenses Supplier may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guarantee against guarantor. This shall be a continuing guarantee. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until Guarantor delivers to Supplier written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness heretofore incurred.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Supplier, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Supplier as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Sign Name

Print Name

Date

Sign Name

Print Name

Date

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

_____	_____	_____
Sign Name	Print Name	Date
_____	_____	_____
Sign Name	Print Name	Date

Witness

The Federal Equal Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agent that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

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[Name of Customer] (“Customer”) hereby authorizes [name of bank] to release the information requested by Comfort Supply, Inc. for the purpose of obtaining and/or reviewing Customer’s credit from time-to-time.

Legal Name of Customer

Name of Representative

Officer, Owner or Partner’s Signature

Title

Print Name of Person Signing

Date

Thank you for your consideration.

Comfort Supply, Inc.