

FIRST SUPPLY®

Credit Application

This credit application is made to First Supply LLC ("Supplier"), its successors and related companies for the purpose of inducing Supplier to extend credit to "Applicant". Please complete, sign and return.

GENERAL INFORMATION

Firm Name _____	SHIPPING ADDRESS IF DIFFERENT THAN MAILING ADDRESS
Mailing Address _____	Address _____
City _____ County _____	City _____ County _____
State _____ Zip _____	State _____ Zip _____
Office Phone _____	
Office Fax _____	Website _____

PRIMARY CONTACT

Name _____
Title _____
E-Mail _____

PURCHASING CONTACT

Name _____
Phone _____
E-Mail _____

ACCOUNTS PAYABLE CONTACT

Name _____
Phone _____
E-Mail _____

LEGAL STRUCTURE

Check Appropriate Box and Provide All Requested Info.

Sole Proprietor Owner Name _____
SSN _____
 Partnership LLP LLC Corporation

ATTACH A LIST OF MEMBERS, PARTNERS OR OFFICERS

State / Federal I.D. # _____

Exempt from Sales Tax No Yes

MUST ATTACH A COPY OF THE EXEMPT CERTIFICATION

BUSINESS TYPE

List % of Business Activity by Business Type

____ % Plumbing	____ % Heating
____ % Contractor	____ % General Contractor
____ % Waterworks	____ % Pump & Well
____ % Manufacturer	____ % Refrigeration
____ % Mechanical	____ % Municipality / Govt.
____ % Other (PLEASE SPECIFY) _____	

TRADE REFERENCES

PLEASE SUPPLY THREE TRADE REFERENCES

Name _____	Name _____	Name _____
Street _____	Street _____	Street _____
City _____	City _____	City _____
State _____ Zip _____	State _____ Zip _____	State _____ Zip _____
Phone _____	Phone _____	Phone _____
Fax _____	Fax _____	Fax _____

BANKING REFERENCE

Bank Name _____ Checking Account No. _____
 Street / P.O. Box _____ City _____ State _____ Zip _____
 Phone _____ Fax _____ Bank Contact _____

ABOUT YOUR BUSINESS

Your Annual Sales _____ Date Business Established _____ Credit Limit Desired _____

No. of Employees _____ No. of Service Vehicles _____

- Yes No Applicant requires a Monthly Statement?
- Yes No Applicant will accept Emailed Invoices and Statements?
- Yes No Applicant will accept Fax Invoices and Statements?
- Yes No Applicant will accept Back Orders?
- Yes No Applicant requires a P.O.?
- Yes No Applicant authorizes First Supply LLC to deliver product without delivery receipt acknowledgment?
- Yes No Has applicant ever been in business under any other name? If yes, what name? _____
- Yes No Has Applicant or any of Applicant's principals ever been bankrupt, surrendered collateral, had or have any judgement, liens or other legal proceedings against you? If yes, Please attach details with this application.

CREDIT AND SECURITY AGREEMENT

The undersigned represents that he or she is authorized to act for Applicant and agrees on behalf of the Applicant as follows: Supplier is authorized to obtain and release any necessary information needed to decide whether to extend credit to Applicant. Any indebtedness incurred by Applicant to Supplier will be for business purposes. Any indebtedness incurred by Applicant to Supplier will be paid in full according to Supplier's terms on the Supplier's invoice reflecting such indebtedness, unless otherwise agreed in writing by Supplier. If Applicant does not make the required payment when due or fails to comply with any term or condition of this Agreement or Supplier deems itself insecure for any reason, Supplier may, subject to applicable law, declare the entire balance of the Account immediately due and payable without notice or demand. Any indebtedness not paid when due shall accrue interest at the rate of 24% per year, compounded monthly, or the highest rate permitted by applicable law, whichever is less. If any legal advice, services or action are necessary, in Supplier's opinion, to defend, enforce or protect its rights and remedies under this Agreement, Applicant shall pay all reasonable attorneys' fees, costs and expenses incurred by Supplier in connection therewith. Applicant hereby grants to Supplier and Supplier hereby retains a security interest in all goods sold to Applicant and all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Applicant's business), general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Applicant (or by Applicant with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all indebtedness of Applicant to Supplier arising out of any credit granted by Supplier to Applicant (whether granted in the past, contemporaneously or in the future). Applicant also hereby grants a Purchase Money Security Interest to Supplier in goods purchased by Applicant from Supplier. Applicant further hereby authorizes Supplier and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder. In the event Applicant is in default of terms of this Agreement, Supplier shall have, in addition to any other rights or remedies under this Agreement, the remedies of a secured party under applicable law such as the Uniform Commercial Code. To the extent not prohibited by law, Applicant will pay all costs and attorney fees incurred by Supplier in enforcing this Credit and Security Agreement. Applicant agrees that returned materials will be subject to a restocking charge. Jurisdiction shall be at Supplier's discretion.

The undersigned individual who is either a principal of the Applicant or a sole owner of the Applicant, 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 and authorizes the use of credit reports on the undersigned and the Applicant by the above named Supplier, from time to time as may be needed, in the evaluation process.

Additionally, the undersigned acknowledges receipt of and agrees on behalf of Applicant to Supplier's General Terms and Conditions of Sale (located on page 3 of this document). It is understood that any revisions of the present Terms and Conditions of Sale will be provided in writing and will be sent to Applicant via U.S. Mail. An additional signature at that time will not be required.

 DATE TITLE PRINTED NAME SIGNATURE

GENERAL TERMS AND CONDITIONS OF SALE

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS, THAT SHALL APPLY TO YOU AND THE PURCHASE AND SALE OF GOODS BY FIRST SUPPLY LLC, GERHARD'S KITCHEN & BATH STORE, KOHLER SIGNATURE STORE by FIRST SUPPLY, OR BOLD HOME STORE ("FIRST SUPPLY"), INCLUDING ANY ONLINE ORDERS PLACED THROUGH www.firstsupply.com, www.1supply.com or www.boldhomestore.com (the "Site"). As used below, "we," "us" and "our" refer to First Supply, the Seller. "you" and "your" refer to you, the Buyer.

1. **Entire Agreement.** These First Supply LLC General Terms and Conditions of Sale, any written or electronic order confirmation ("Order Confirmation"), our Website Terms of Use and our Privacy Policy (collectively, the "Terms") will be deemed the final and integrated agreement between you and us on the matters contained herein. The Terms are the only terms governing this transaction and constitute the sole and final agreement between you and us with regard to this transaction. You agree that we have not made, and you have not relied on, any representations with regard to this transaction other than these Terms.
2. **Changes to Terms.** Any additional or different terms or conditions not set forth in the Terms are hereby rejected. We disclaim any statements or representations regarding the goods or this transaction unless they are expressly set forth in the Terms or in another document signed by us. We will not be bound by any modification unless such modification is contained in a writing signed by our authorized representative.
3. **Order Acceptance and Cancellation.** Our sale of goods to you is expressly conditioned on your assent to these Terms. All orders must be accepted by us or we will not be obligated to sell the goods to you. For online orders, an Order Confirmation email with your order number and details of the items you have ordered will automatically generate after you place an order through the Site. Such email shall not be deemed to be an acceptance and we reserve the right to reject orders at our sole discretion. For other orders, upon request, we will send you a written Order Confirmation with such details.
4. **Prices, Taxes, Payment Terms.**
 - a. All prices, discounts, and promotions related to the goods (whether posted on the Site or otherwise) are subject to change without notice. For online orders, the price charged for a good or goods will be the price advertised on the Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable at such time, and the price charged will be clearly stated in your Order Confirmation email. For all other orders, the price charged for a good or goods will be the price included in the most recent price quote sent to you by us and will be clearly stated in your written Order Confirmation, if requested. Price increases will only apply to orders placed after the time of the increase. We strive to display and deliver accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time.
 - b. None of the quoted prices or prices posted on the Site include sales, use or delivery taxes or charges for shipping and handling. All shipping and handling charges and all taxes which are presently or hereafter imposed on the use, sale or delivery of the goods will be charged to you in addition to the purchase price, and it is solely your obligation to pay any charges and taxes that are due. If you claim any exemption from taxes, we may require you to certify and/or document your eligibility for that exemption. For online orders, all such taxes and charges will be itemized in your shopping cart and in your Order Confirmation email. For all other orders, all such taxes and charges will be itemized in your written Order Confirmation (if requested) or in our invoice that is sent to you.
 - c. Payment for the goods must be made in full within 30 days of the date of our invoice, unless other payment terms have been agreed to in writing. Payments not made when due will accrue a late payment charge on the unpaid amount until paid at the rate of 24 percent per annum or the maximum rate allowed by law, whichever is less. We reserve all remedies with regard to past due amounts including, without limitation, the right to suspend further shipments on any orders which you have placed with us. If delivery is made in installments, payment is due under the above terms with regard to each installment.
5. **Security Interest.** By accepting the goods, you agree to grant us a purchase money security interest in such goods until you have paid for them in full. If requested by us, you will sign any documents necessary for us to perfect this security interest.
6. **Shipments; Delivery; Title and Risk of Loss.**
 - a. We will arrange for shipment of the goods to you. Shipping and delivery dates are estimates only and cannot be guaranteed by us. For online orders, please specify the delivery method during checkout.
 - b. FOB Shipping. The goods will be deemed delivered when placed in the hands of the carrier or shipper (which we will select absent your specific instructions) at our warehouse or other place of business. You will assume all risk of loss or damage to the goods at the time of delivery.
7. **Inspection / Acceptance.** You have 72 hours from the time you receive the goods to inspect and reject any nonconforming goods. After 72 hours, the goods will be deemed accepted unless you have notified us in writing of their rejection and the claimed nonconformity (with sufficient detail regarding the same). If timely notified of the nonconformance, we have the right, at our sole discretion, if we confirm the nonconformance, to replace the nonconforming goods with conforming goods, or to refund the purchase price of such nonconforming goods. Our right to provide a replacement or refund is your sole remedy with regard to rejected nonconforming goods.
8. **Returns and Refunds.** Other than as explicitly set forth in paragraph 7 (Inspection/Acceptance), no return of any goods will be accepted without our prior written authorization. We reserve sole discretion whether or not to authorize the return of any goods. Normally, we will require a handling or restocking charge of at least 15% of the purchase price for stock goods that you request authorization to return within 72 hours of delivery and at least 25% of the purchase price for any other goods. Any goods which we authorize for return must be delivered to us undamaged, unused and in their original packaging and shipped F.O.B. our warehouse. Returned goods must be accompanied by our return authorization number, invoice reference number, date of purchase and a statement of the reason for the return. To initiate a return, please contact your salesperson or customer service representative.
9. **Manufacturer's Warranty and Disclaimers.** The only warranties on the goods are those, if any, provided by the manufacturer as detailed in the description included with the goods and/or included on our Site. We do not manufacture, design, alter, or control any of the goods offered for sale by us. As such, we are not a co-warrantor or party to any manufacturer warranty. As a non-manufacturer seller of the goods to you, we make no warranties with respect to any goods sold and **WE EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The availability and/or listing of goods (either on our Site or in a price quote or other deliverable) shall not be deemed to indicate an affiliation with or endorsement of any goods, services, or manufacturers. To obtain warranty service for defective goods, please contact your salesperson or customer service representative or follow the instructions included in the manufacturer's warranty.
10. **Installation.** All sales, prices posted on the Site and price quotes are for goods without installation. We assume no responsibility for installation of the goods.
11. **Limitation of Liability.** **UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR CONNECTED WITH THE SALE, DELIVERY OR USE OF THE GOODS.** This exclusion of liability for consequential or incidental damages includes, without limitation, liability for lost profits, loss of time, use of equipment or good will, expenses incurred in replacing goods, damage to or replacement of equipment or property, and any other loss or damage of an economic nature. Our total liability with regard to any goods will not exceed the amount that we are paid for those specific goods. This paragraph applies to all claims whether asserted under contract, tort, statute, or any other legal theory.
12. **Indemnification.** In accepting the goods, you agree to defend, indemnify and hold us harmless from any and all claims made by any third person arising out of or connected with the sale, delivery or use of those goods.
13. **Suspension or Termination.** If we are unable to deliver the goods or perform any other obligation with regard to them due to an act of God, our inability to obtain supplies, fire, accident, failure of machinery or transportation, governmental action, labor dispute, or other reason beyond our control, our obligation to deliver the goods or other performance will be suspended to the extent made necessary by such event. We may terminate this Agreement if you fail to pay any amount when due; have otherwise not performed or complied with any of these Terms; or become insolvent, file a petition for bankruptcy, or commence or have commenced against you proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, in any of these circumstances.
14. **General.** All matters arising out of or relating to these Terms are governed by the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative. We may provide any notice to you under these Terms at any time by sending a message to the email address you provide us, which will be effective when we send the email. It is your responsibility to keep your email address current. If any provision of these Terms is deemed unenforceable, such provision shall be severed, and the remaining Terms shall remain in full force and effect.

SAFETY DATA SHEETS

First Supply hosts a database on its website through which customers may access the safety data sheets (SDS) for hazardous material in its inventory. To discuss alternative access options, please contact your credit manager.

PERSONAL GUARANTEE OF PAYMENT

This agreement is made to First Supply LLC (“Supplier”), its successors and related companies for the purpose of inducing the aforementioned companies to extend credit to:

Firm Name _____

(“Applicant”) and in consideration thereof, the undersigned guarantor(s) hereby jointly and severally, personally, and unconditionally guarantee payment when due, or, to the extent not prohibited by law, at the time the Applicant becomes subject to bankruptcy or other insolvency proceedings, of any and all indebtedness, including costs and reasonable attorneys fees of collection (“Indebtedness”), which may at any time and from time to time be owing to Supplier by Applicant. The undersigned jointly and severally further agrees to perform all covenants agreed to between Applicant and Supplier. To the extent not prohibited by law, each guarantor hereunder expressly waives notice of the acceptance of this Guarantee, the creation of any present or future Indebtedness to Supplier, default under any Indebtedness, proceedings to collect from Applicant or anyone else, and all diligence of collection and presentment, demand, notice and protest and any right to disclosures from Supplier regarding the financial condition of Applicant or other guarantor of the Indebtedness or the enforceability of the obligation to pay the Indebtedness. Any of the undersigned who is at any time an “insider” of the Applicant as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement, subrogation, contribution or indemnification the undersigned may now have or hereafter acquire against the Applicant as a guarantor of the Indebtedness. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned who is not an “insider” may, as a guarantor of the Indebtedness, have against a co-guarantor of any of the Indebtedness or against the Applicant shall be enforced nor any payment accepted until the Indebtedness is paid in full and no payments to or collections by Supplier are subject to any right of recovery. This Guarantee shall continue in full force and effect with respect to any guarantor until such time as Supplier shall have received from the guarantor written notice of revocation by registered or certified mail. Such notice of revocation shall be ineffective as to any existing Indebtedness or as to any transaction or commitment previously undertaken by Supplier. This Guarantee benefits Supplier, their successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns. This Guarantee is intended by the undersigned and Supplier as a final expression of this Guarantee and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guarantee. This Guarantee may not be supplemented or modified except in writing.

Each of the undersigned personal guarantors, recognizing that his or her individual credit history may be a factor in the evaluation of this personal guarantee, hereby consent to and authorize the use of credit reports on the undersigned by the above-named Supplier from time to time as may be needed in the evaluation process. Each of the undersigned Personal Guarantors further agree to the guarantee of payment set forth above.

1. Individually, and not as a corporate officer or partner

DATE	SOCIAL SECURITY NO.	PRINTED NAME	SIGNATURE
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2. Individually, and not as a corporate officer or partner

DATE	SOCIAL SECURITY NO.	PRINTED NAME	SIGNATURE
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3. Individually, and not as a corporate officer or partner

DATE	SOCIAL SECURITY NO.	PRINTED NAME	SIGNATURE
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