

Credit Application

This credit application is made to First Supply LLC, Gerhard's Kitchen, Bath & Lighting Store, and/or Kohler Signature Store by First Supply ("Supplier"), its successors and related companies for the purpose of inducing Supplier to extend credit to Applicant. Please complete, sign, and return this document to Supplier as soon as possible.

FIRST SUPPLY

FIRST WATERWORKS™



KOHLER Signature Store
by First Supply

This Credit Application and its terms will cover all purchases you make with First Supply LLC. However, to facilitate the efficient handling of your account, please indicate which company division(s) you are primarily interested in doing business with, by checking the appropriate box(es) below.

First Supply First Waterworks Gerhard's / Kohler Signature Store

GENERAL INFORMATION

Business Name _____

Mailing Address _____

City _____ County _____

State _____ Zip _____

Office Phone _____

SHIPPING ADDRESS IF DIFFERENT THAN MAILING ADDRESS

Address _____

City _____ County _____

State _____ Zip _____

Website _____

Primary Contact	Purchasing Contact	Accounts Payable Contact
Name _____	Name _____	Name _____
Phone _____	Phone _____	Phone _____
Email _____	Email _____	Email _____

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

Which Industry Segment(s) Describe Your Business?

CHECK ALL THAT APPLY:

Plumbing

Waterworks

HVAC

Well & Septic

Industrial PVF

Other (PLEASE SPECIFY) _____

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 judgment, liens or other legal proceedings against you? If yes, Please attach details with this application.

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 _____

BANKING REFERENCE

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

INFORMATION FOR YOUR FIRSTSUPPLY.COM WEBSITE ACCOUNT

- Yes No Do you want a FirstSupply.com website account?
 USERNAME: _____
- Yes No Do you sell HVAC equipment?
- Yes No Do you want to hear about future promotions, savings, and other important information from First Supply?
 Click "Yes" to subscribe to our newsletter.

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

By clicking "Accept" you agree to be bound and abide by the Website [Terms and Conditions of Sale](#), [Terms of Use](#), our [Privacy Policy](#) ("Terms"). If you do not agree to these Terms, you must not access or use the Website.

I Accept

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:

Business 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
------	---------------------	--------------	-----------

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

DATE	SOCIAL SECURITY NO.	PRINTED NAME	SIGNATURE
------	---------------------	--------------	-----------

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

DATE	SOCIAL SECURITY NO.	PRINTED NAME	SIGNATURE
------	---------------------	--------------	-----------