



South County
10943 Lin-Valle Drive
Saint Louis, Missouri 63129
Phone: 314-894-1991
Facsimile: 314-894-5910

Saint Charles
1799 Ford Lane
Saint Charles, Missouri 63303
Phone: 636-949-0097
Facsimile: 636-949-0198

Kitchen and Bath
936 Brookwood Center
Fenton, Missouri 63026
Phone: 636-717-0700
Facsimile: 1-636-660-1506

Kingshighway
4219 South Kingshighway Boulevard
Saint Louis, Missouri 63109
Phone: 314-932-5920

Credit Application, Terms & Conditions of Sale, and Financing Statement

Name: Date:

Address: Phone:

City: Cellular Phone:

State: Zip Code: Facsimile:

E-Mail: A/R E-Mail (if other):

Type of Business: Corporation LLC Other (Describe):

Federal Taxpayer ID #: Credit Line Requested: \$

Have **you and/or the Company** ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed? Yes * No

Have you and/or the Company every been the defendant to a claim, judgement, tax lien or lawsuit? Yes * No

Have you and/or the Company ever defaulted on a loan? Yes * No

* If "Yes", please provide details and dates:

Bank Reference (Please furnish complete addresses, phone numbers and facsimile numbers):

Bank Name: Contact:

Address:

City: State: Zip:

Phone: Facsimile: Account #:

Average Balance \$: Loan History: Open Repaid None

Bank Name: Contact:

Address:

City: State: Zip:

Phone: Facsimile: Account #:

Average Balance \$: Loan History: Open Repaid None

Trade References:Company Name: Contact: Address: City: State: Zip: Phone: Facsimile: Account #: Company Name: Contact: Address: City: State: Zip: Phone: Facsimile: Account #: Company Name: Contact: Address: City: State: Zip: Phone: Facsimile: Account #: **Applicant Signature:**

By his/her signature below, the undersigned **Authorizing Official** hereby certifies that he/she is authorized by the Company (a) to sign and deliver this Application, (b) to bind the Company to the terms and conditions in the **Milford Supply Company Revolving Business Account Agreement**, receipt of which by his/her signature below the Authorizing Official hereby acknowledges, and (c) all information contained in this application is true and correct. The authorizing official understands that credit on this Account, once approved, will be extended by Milford Supply Company, Inc. and you authorize us to check with credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. The Authorizing Official understands and agrees that the rights and interests of Milford Supply Company in any Business Account opened pursuant to this Application may be assigned in whole or in part.

Signature of Principal /S/: Date: Signature of Spouse /S/: Date: **PERSONAL GUARANTY: (To be completed by an owner/officer or other authorized individual)**Name: Date of Birth: Social Security #: Spouse: Date of Birth: Social Security #: Home Address: Home Phone: City: State: Zip:

In consideration of Milford Supply financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, Milford Supply Company Revolving Business Account Agreement ("Agreement"), and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring Milford Supply Company to proceed first to enforce payment against the buyer also liable on this account, in the event of default under the agreement that governs the account. The undersigned hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable until the agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that in the event the account is not paid as agreed, Milford Supply Company may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained. The undersigned understands that the rights and interests of Milford Supply Company in the Agreement may be assigned in whole or in part to the Sponsoring Member, and consents to such assignment without additional notice.

Your Signature /S/: Date: Spouse's Signature /S/: Date:

TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions on the front and back of this form. Any order or statement of intent to purchase any goods from Milford Supply Company, Inc. of which is collectively hereafter referred to as "Seller" or any direction to proceed with engineering, procurement, manufacture or shipment of any of said goods: or acceptance of all or part of such goods: or payment of all or part of such goods shall constitute assent to said terms and conditions. Any difference or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Payment terms are Net 20 days.
3. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Seller prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes; and where applicable such taxes shall be billed as a separate item and paid by the Buyer. Seller reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations only; any increase or decrease in quantities is solely at the option of Seller. Seller assumes no responsibility for quoted materials meeting any job specifications or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Buyer's requirements and bill of material.
4. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufactures, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.
5. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable to deliver or for delay in delivery, of performance, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other 'commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Goods sold by Seller are the products of reputable manufactures. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, copies of which will be furnished upon request or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sale obligation of Seller. Except as to TITLE, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any circumstance be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any as associated product, cost of capital, cost of substitute products, facilities of services, downtime cost, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any systems or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No goods will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a restocking charge. Manufacturers restocking charges will apply when material has to be returned to manufactures. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. Since the products sold by Seller are not manufactured by Seller, but are sold under its respective manufacturer's brand or trade names, Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any product sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such product.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
12. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
13. Order may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
14. Payment of the goods shall be made at St. Louis County, Missouri. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the maximum lawful rate.
15. If Seller institutes legal proceedings against Buyer to enforce the terms of Contract of Sale, Buyer agrees to pay Seller's reasonable attorney's fees, court costs, interest at the maximum legal rate and all other cost and changes. In the event of suit, Buyer agrees to venue and jurisdiction in the circuit court of Saint Louis County, Missouri, at the Seller's sole option.