



MAIL ORIGINAL TO:
 KELLER SUPPLY COMPANY
 3209 17th AVENUE WEST
 SEATTLE, WASHINGTON 98119
 206-285-3300 FAX 206-285-9352
 credit@kellersupply.com

WHOLESALE PLUMBING & HEATING SUPPLIES

APPLICATION FOR CREDIT

| FOR KELLER SUPPLY USE ONLY | |
|----------------------------|---|
| Salesperson Name: _____ | Acct # _____ |
| Branch # _____ | Credit Amt _____ |
| PC _____ | Mailer : <input type="checkbox"/> Plumbing <input type="checkbox"/> Leisure <input type="checkbox"/> HVAC |
| | Init _____ |
| | Date _____ |

Company Name _____ Credit Limit Requested _____

Mailing Address _____ Phone () _____

STREET CITY STATE ZIP

Business Address _____ Phone () _____

STREET CITY STATE ZIP

E-mail Address _____ Fax # () _____

Business License # _____ Federal ID # _____ Cell # () _____

Contractors Bond # _____ Bond company _____

Type of Business (circle one) Corp / Partnership / Individual / LLC Nature of Business _____

Name of Parent Company (If Applicable) _____

Address _____ Phone () _____

STREET CITY STATE ZIP

As Applicable, List Name(s) and Address(es) or Corporate Officers, Partners or Owners:

Name _____ Social Security # _____

PLEASE PRINT

Home Address _____ Home Phone () _____

STREET CITY STATE ZIP

Name _____ Social Security # _____

Home Address _____ Home Phone () _____

STREET CITY STATE ZIP

Name _____ Social Security # _____

Home Address _____ Home Phone () _____

STREET CITY STATE ZIP

Name of Person Responsible for Accounts Payable _____

Name of Bank _____ Branch _____ Checking Acct # _____

Number of Years Owning Business _____ Number of Employees _____

Number of Years at Present Location _____ Annual Billings _____

Is Business Location Owned _____ Leased _____ Monthly Rental \$ _____

Have You Ever Filed Bankruptcy? No ____ Yes ____ Under What Name? _____ Date _____

Which Keller Supply branch do you most often do business with? _____

Trade References

(Must include complete address with zip code, area code and phone number)

Company _____ Acct# _____ Phone () _____

Address _____ Fax () _____

STREET CITY STATE ZIP

Company _____ Acct# _____ Phone () _____

Address _____ Fax () _____

STREET CITY STATE ZIP

Company _____ Acct# _____ Phone () _____

Address _____ Fax () _____

STREET CITY STATE ZIP

Company _____ Acct# _____ Phone () _____

Address _____ Fax () _____

STREET CITY STATE ZIP

Company _____ Acct# _____ Phone () _____

Address _____ Fax () _____

STREET CITY STATE ZIP

ACCOUNT AGREEMENT

Keller Supply Company ("Keller Supply") may contact any banks and trade references and make all other credit inquiries it deems necessary and applicant authorizes the release of information to Keller Supply. The information in the application is true and correct. Parties hereby agree that all purchases made are subject to the following terms and conditions as well as any terms and conditions stated on the invoices. See page 4 (last page) of this credit application for invoice terms and conditions.

1. All sales will be **C.O.D.** until credit application is approved.
2. The undersigned applicant agrees that all purchases are payable by the **25th** of the month following the date of purchase. If applicant fails to pay any invoices when due, applicant agrees to pay a late charge of **1 1/2%** per month or the maximum rate allowed by law, on any past due balance. Amounts are paid when Keller Supply physically receives them and not when they are deposited in the mail. If any amount owing to Keller Supply is not paid when due, Keller Supply may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past-due payments are made and adequate assurance of applicant's financial ability is received.
3. In case of default in relation to this agreement, the applicant agrees to pay reasonable attorney fees and costs, including those on appeal, even if no action is filed. Jurisdiction and venue for any action shall be in the residence of the seller and consents to such jurisdiction and venue.
4. The undersigned applicant is obligated to pay for all goods purchased regardless of whether the applicant receives any payments due him for the subsequent sale of the goods. Invoices are not payable in installments, but are payable in full as stated in paragraph (2) above.
5. The undersigned applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless undersigned applicant notifies Keller Supply in writing within (10) ten days of receipt of the invoices or statement. Applicant further agrees to notify Keller Supply in writing of any defects, overstock, damages, non-conforming goods, or any other reason that would cause applicant to reject goods shipped by Keller Supply within 7 business days of receipt of goods. Applicant's sole and exclusive remedy is replacement of the non-conforming goods or refund of applicant's payment at Keller Supply's sole option.
6. Keller Supply may apply payments in its sole discretion unless applicant clearly indicates how funds are to be applied.
7. If applicant is a sole proprietorship or partnership, I (we) agree that in the event of incorporation, all terms of the agreement will apply to the corporation, including applicant's personal guarantee, unless applicant expressly notifies holder otherwise. Applicant shall notify seller at least 30 days prior to any change in its business structure, including the conversion from a sole-proprietorship or partnership to a Corporation or Limited Liability Company ("LLC"). Notification shall be made in writing and acknowledged by Seller.
8. Any change in applicant's business structure shall not affect applicant's obligations under this agreement unless Keller Supply agrees otherwise in writing. Applicant cannot transfer or assign the account relationship without Keller Supply's prior written consent.
9. Pursuant to paragraph (3), the terms, conditions and covenants contained herein shall be governed by and constructed in accordance with the laws of the State of Washington, as they apply to transaction between merchants, and venue in any action herein may be laid in or transferred to King County, Washington at the sole discretion of Keller Supply and applicant consents to such jurisdiction. If any provision or provisions hereof are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document that shall otherwise remain in full force and effect. Applicant further agrees and binds itself to the terms and conditions printed on the reverse side of Keller Supply's invoices of which a copy of the Terms and Conditions are on page 4 of this credit application. (back page)
10. Applicant agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Keller Supply for delivery, non-delivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort; and the applicant's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.

By signing here you agree to the terms on behalf of the applicant which may be you.

| | | |
|-----------------|------------------|------------|
| Signature _____ | Print Name _____ | Date _____ |
| Signature _____ | Print Name _____ | Date _____ |

CONTINUING PERSONAL GUARANTY

To induce Keller Supply to extend credit to the applicant and in consideration thereof, the undersigned, and if more than one, each of them jointly and severally, unconditionally personally guarantee the obligations of applicant to Keller Supply, including but not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This shall be an open, unlimited and continuing guaranty in effect until the undersigned has notified the creditor in writing of its cancellation, even in the event that applicant shall incorporate, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guaranty, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representatives of the undersigned. The laws of the State of Washington shall govern this continuing guaranty and venue shall be in King County and the undersigned consents to such jurisdiction.

Further, the undersigned hereby consent(s) to Keller Supply's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of the business credit as contemplated by this credit application. The undersigned hereby authorizes Keller Supply to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq.

By signing here you are agreeing to be a personal guarantor.

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____

I personally guarantee payment of this account as set forth above on behalf of my marital community.

Signature _____ Print Name _____ Date _____

YOU MUST COMPLETE AND SIGN THIS TAX EXEMPTION CARD TO AVOID BEING TAXED ON YOUR PURCHASES.

| RESALE CERTIFICATE | |
|---------------------------|---|
| 1 | Name of Seller <u>KELLER SUPPLY COMPANY</u> |
| 2 | Name of Buyer _____ |
| 3 | Address of Buyer _____ |
| 4 | Buyer's UBI/Revenue Registration Number _____ |
| 5 | Buyer in the business of _____ |
| 6 | Type of items purchased for resale _____ |
| 7 | <input type="checkbox"/> I certify that I am purchasing the items listed on line 6 for resale in the regular course of business without intervening use. |
| 8 | <input type="checkbox"/> I acknowledge that I am solely responsible for purchasing within the categories listed on line 6. |
| 9 | <input type="checkbox"/> I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by the law. |
| 10 | Signature _____ Signature |
| 11 | Print name _____ Print name authorized to sign from line 10 |
| 12 | Date _____ |

DO YOU WISH TO ACCEPT BACK ORDERS?
YES NO

DO YOU WISH TO HAVE PRICES PRINTED ON YOUR SALES ORDERS?
YES NO

DO YOU REQUIRE PURCHASE ORDERS?
YES NO

You may elect to receive your invoices by fax or e-mail rather than by mail. The invoices are faxed in the evening/early morning hours. Unfortunately, voice activated fax machines will not work. If you choose this service, please note the fax number or e-mail address that you want to receive your invoices.

FAX _____ E-mail _____ @ _____

ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED HEREIN.

**KELLER SUPPLY COMPANY
INVOICE TERMS AND CONDITIONS OUTLINED BELOW:**

NOTICE OF KELLER SUPPLY COMPANY DISCLAIMING WARRANTIES

“The only warranties applying to items sold by Keller Supply Co. are those which may be offered by the manufacturer. Keller Supply Co. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness of a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of any items. Keller Supply Co. shall not be responsible to the buyer for any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.”

TERMS: NET 25th

A LATE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.



Member
National Association of
Credit Management