

SANFORD AND HAWLEY, INC.

UNIONVILLE • AVON • MANCHESTER
 P.O. BOX 545, 1790 FARMINGTON AVE., UNIONVILLE, CT 06085-0545 • (860) 673-3213, (800) 433-7941

CREDIT APPLICATION AND AGREEMENT

SECTIONS 1, 2 OR 3, AND 4 MUST BE FULLY COMPLETED. SIGNATURES REQUIRED AT SECTION 5 & 6.

SECT. 1 - ACCOUNT IN THE NAME OF: _____

ADDRESS (STREET REQUIRED): _____ P.O. BOX: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 PREVIOUS ADDRESS, IF LESS THAN (2) TWO YEARS: _____

SECT. 2 - COMPLETE THIS SECTION ONLY IF YOU ARE AN INDIVIDUAL

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____
 EMPLOYER: _____ BUSINESS PHONE: _____
 EMPLOYER'S ADDRESS: _____
 POSITION: _____ YEARS EMPLOYED: _____ SALARY: _____
 SPOUSE'S FIRST NAME: _____ SPOUSE'S SOC. SEC#: _____ D.O.B.: _____
 SPOUSE'S EMPLOYER: _____ BUSINESS PHONE: _____
 EMPLOYER'S ADDRESS: _____
 POSITION: _____ YEARS EMPLOYED: _____ SALARY: _____
 DO YOU OWN YOUR OWN HOME? YES NO
 IF YES, TITLE TO PROPERTY IN NAME OF: _____
 IF JOINTLY OWNED, WITH WHOM: _____
 ADDRESS: _____ DATE PURCHASED: _____
 OTHER REAL ESTATE OWNED:
 ADDRESS: _____ TOWN: _____ STATE: _____
 ADDRESS: _____ TOWN: _____ STATE: _____
 ARE YOU PLANNING NEW CONSTRUCTION? YES NO
 IF YES: ADDRESS: _____ TOWN: _____ STATE: _____
 TITLE TO PROPERTY IN NAME OF: _____
 CONSTRUCTION LOAN - BANK: _____ AMOUNT BORROWED: \$ _____
 START DATE: _____ COMPLETION DATE: _____
 GENERAL CONTRACTOR, IF DIFFERENT THAN APPLICANT: _____

SECT. 3 - COMPLETE THIS SECTION IF YOU ARE ONE OF THE FOLLOWING BUSINESS TYPES (CHECK YOUR BUSINESS TYPE):

PROPRIETORSHIP PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY ASSOCIATION ORGANIZATION GOVERNMENT
 IF SOLE PROPRIETORSHIP, LIST PROPRIETOR; IF PARTNERSHIP, LIST PARTNERS; IF LLC, LIST MEMBERS:

OFFICERS	NAME	HOME ADDRESS	HOME PHONE	SOC. SEC.#	DATE OF BIRTH
PRESIDENT:					
VICE PRES.:					
TREASURER:					
SECRETARY:					
PROPRIETOR:					
MEMBER - LLC					
PARTNER - PSHIP:					
MEMBER - LLC					
PARTNER - PSHIP:					
OTHERS:					
OTHERS:					

FEDERAL TAXPAYER ID # _____ CONTRACTOR LICENSE # _____
 STATUTORY AGENT NAME: _____ ADDRESS: _____
 NUMBER OF YEARS IN BUSINESS: _____ IF A CORPORATION, IS IT ACTIVE? NO YES
 HAVE YOU EVER DONE BUSINESS UNDER A DIFFERENT NAME? NO YES (NAME) _____
 ADDRESS OF REAL ESTATE OWNED

PROPERTY IN NAME OF	IF JOINTLY OWNED WITH WHOM	DATE PURCHASED
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

ADDRESS WHERE MATERIAL IS TO BE USED FOR INITIAL ORDER:
 STREET: _____ LOT OR #: _____
 TOWN: _____ STATE: _____ ZIP: _____
 OWNED BY: _____ PHONE #: _____ START DATE: _____ COMPLETION DATE: _____
 GENERAL CONTRACTOR, IF DIFFERENT THAN APPLICANT: _____

SECT. 4 - TO BE COMPLETED BY ALL APPLICANTS. ANTICIPATED INITIAL MONTHLY PURCHASES:

ARE THERE ANY PENDING ATTACHMENTS, SUITS OR JUDGEMENTS AGAINST THE ENTITY APPLYING FOR CREDIT OR ANY GUARANTOR OF SUCH ENTITY?
 YES NO IF YES, PLEASE EXPLAIN _____
 HAVE YOU EVER PURCHASED MATERIALS FROM US BEFORE? YES NO IF YES, WHEN? _____
 DID YOU PAY BY CASH, CHECK, CREDIT CARD SANFORD AND HAWLEY, INC. CHARGE ACCOUNT?
 DO YOU HAVE A BONDING COMPANY? YES NO IF YES, COMPANY NAME: _____
 ADDRESS: _____ LIMIT: _____ PHONE: _____
 AGENTS NAME: _____ ADDRESS: _____ PHONE: _____
 REFERENCES INCLUDE

NAME/BRANCH	ADDRESS	PHONE #	ACCT. #	PHONE: CONTACT
CHECKING:	_____	_____	_____	_____
SAVINGS:	_____	_____	_____	_____
CREDIT CARD:	_____	_____	_____	_____
MORTGAGE:	_____	_____	_____	_____
CONSTRUCTION LOAN:	_____	_____	_____	_____
FUEL OIL:	_____	_____	_____	_____
TRADE REFERENCES 1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

TAX EXEMPT NO YES. IF ACCOUNT IS TO BE TAX EXEMPT, PLEASE ATTACH A SALES TAX EXEMPTION CERTIFICATE.

SECT. 5 - BEFORE COMPLETING AND SIGNING THIS SECTION YOU ARE REQUIRED TO COMPLETELY READ AND SIGN SECTION 6 (REVERSE SIDE).

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS AUTHORIZED TO ENTER INTO THIS CREDIT APPLICATION AND AGREEMENT ON BEHALF OF THE CREDIT APPLICANT AND HEREBY, ON BEHALF OF THE CREDIT APPLICANT AND INDIVIDUALLY, UNCONDITIONALLY GUARANTEES THE PAYMENT OF ALL MATERIALS (BOTH DELIVERED AND ORDERED), SERVICES, LATE CHARGES, COSTS OF COLLECTION AND ATTORNEYS FEES. THE UNDERSIGNED HAS READ SECTION 6 ON THE BACK SIDE OF THIS APPLICATION AND AGREEMENT AND AGREES THAT BOTH THE CREDIT APPLICANT AND THE UNDERSIGNED INDIVIDUALLY SHALL BE BOUND BY THOSE TERMS AND CONDITIONS. THE UNDERSIGNED ACKNOWLEDGES THAT BY SIGNING THIS APPLICATION AND AGREEMENT THEY ARE MAKING A PERSONAL GUARANTEE AND WAIVING SPECIFIC LEGAL RIGHTS.

(SIGNATURE) _____ (SIGNATURE) _____ (SIGNATURE) _____ (SIGNATURE) _____
 SIGNATURES REQUESTED: INDIVIDUAL - APPLICANT AND PROPERTY OWNERS IF TITLE JOINT PROPRIETORSHIP - SOLE PROPRIETOR
 PARTNERSHIP - PARTNERS CORPORATION - OFFICERS ORGANIZATION/ASSOCIATION - OFFICERS LLC - MEMBERS

***NOTE* SIGNATURES REQUIRED ON BACK OF ORIGINAL COPY**
 PLEASE RETURN WHITE COPY (ORIGINAL) AND RETAIN YELLOW COPY FOR YOUR RECORDS.

- SECT. 6 -**
- Certification:** I/we, the undersigned, understand that the information contained within this application is submitted for the purpose of obtaining and/or maintaining credit with Sanford and Hawley, Inc. (Seller), and I/we certify it to be true and complete.
 - Credit Reporting:** I/we authorize Sanford and Hawley, Inc. to receive information from others concerning my/our credit history or employment background and similar information concerning any firm applying for credit with this application. I/we understand that this may include a check on the personal credit history of proprietors, members, partners, officers of commercial organizations, and/or the signor(s) of this credit application and agreement. I/we also authorize the Seller to answer questions and requests from others for credit information about me/us/any firm applying for credit with this application. I/we also indemnify and hold harmless the Seller from any consequences that may result from the Seller's disclosure of this information.
 - Payment Terms:** All bills are due and payable within 30 days of the date of billing and are past due after 30 days. A 5% discount on the gross sale amount (before sales tax) for prompt payment will be allowed for full payment of an account if received within 10 days of billing date unless other terms are agreed to in writing. All payments shall be by cash, check, travelers check, or money order. The undersigned understands that the Seller may, at its sole discretion, elect to accept payment by credit or debit card, however, payment by such means may result in a processing and/or transaction fee. Retainages are not allowed and will be treated as any other unpaid balance. Past due accounts are subject to a late charge which is computed by a periodic rate of 1 1/2% per month on the unpaid balance which is an annual percentage rate of 18%, or the maximum allowed by law. A minimum monthly charge of Seventy-five (\$75) Cents will be charged on past due balances of under Fifty (\$50.00) Dollars. Although designated a late charge, the monthly late payment charge does not entitle the buyer to defer payment beyond the payment due date. Should the account opened hereunder become delinquent, the buyer unconditionally promises payment of all materials, services, late charges, collection costs and attorney's fees.
 - Return Checks:** I/we agree that should any check tendered to the Seller be returned to them for any reason, including but not limited to insufficient funds, uncollected funds, or stop payment, I/we will pay a \$15.00 return check fee. I/we also agree that late charges will continue to accrue on any account payment that is not honored by my bank.
 - Personal Guarantee:** In the event the account opened hereunder becomes delinquent, and said account is placed in the hands of a collector or any attorney to enforce its payment, in whole or in part, and whether or not legal proceedings are instituted, I/we do jointly and severally in our individual capacities and not as any agent of the firm applying for credit personally and unconditionally promise to pay and guarantee payment of all materials, services, costs of collection and attorney's fees incurred by Sanford and Hawley, Inc. in attempting to collect monies due under this account. This agreement is made in consideration of Sanford and Hawley, Inc. agreeing to extend credit to the person or firm whose name appears on the other side of this credit application and/or for value received. Notice of acceptance of this guarantee and notice of transactions under this guarantee are waived. Any such guarantees, whether created by this credit application and agreement or by a credit application and agreement previously executed, shall remain in full force and effect as to any account balances whether or not a new credit application and agreement may be approved either now or at some time in the future. I/we agree that the personal guarantees made in this credit application and agreement shall remain in full force and effect even if Sanford and Hawley, Inc. should at any time or times release any one or more of the personal guarantors of this account.
 - Delivery:** The undersigned understands that delivered prices are based on tailboard delivery at the street. Off street delivery is at the buyer's risk of damage by truck and the undersigned and any firm applying for credit with this application agree to indemnify, defend and hold harmless Sanford and Hawley, Inc. from any and all claims, suits, costs, settlements, attorney's fees, judgements and expenses arising out of delivery of materials in connection with this account. All advance information regarding delivery are estimates only based upon the Seller's business opinion and the Seller assumes no responsibility in giving the same. Sanford and Hawley, Inc. will not honor, under any circumstances, any backcharges claimed due to delay in shipment.
 - Inspection:** The undersigned agrees to perform a reasonable inspection of the goods before accepting delivery and in any event, all claims for shortage, damage or defective material must be made within two (2) days and the liability of Sanford and Hawley, Inc. is agreed to be limited to the purchase price of materials sold, or the replacement thereof, at the option of Sanford and Hawley, Inc. Sanford and Hawley, Inc. is not responsible for extra costs, indirect damage, liquidated damage, or consequential damages. Notwithstanding the above, every claim from any cause shall be deemed waived by the buyer unless made in writing within 30 days of receipt of the goods to which such claim relates.
 - Returned Goods:** The undersigned understands Sanford and Hawley, Inc.'s returned goods policy that stock items only, in original units or full packages, will be accepted for credit or exchange when returned in good condition, within 30 days of purchase, and accompanied by the original sales ticket. A minimum handling charge of 15% will be applied. Set up units or special material may not be returned.
 - Special Orders:** The undersigned understands that special order items may not be canceled and that the placement of an order constitutes agreement to pay for the material. A deposit may be required, at the Seller's discretion, on special order items. The undersigned understands that the Seller may invoice special order items that are not taken within seven days of Seller providing notification of arrival.
 - Availability, Pricing, Estimates:** I/we, the undersigned, understand that orders will be accepted subject to the Seller's ability to furnish and at the Seller's price in effect at the time of shipment; market conditions and/or fuel surcharges may significantly affect prices. Sizes and design are subject to change without notice or obligation. I/we, the undersigned, understand that any estimates and/or quotes provided by Sanford and Hawley, Inc. are not guaranteed in any way including, but not limited to, accuracy and period of price protection. I/we agree to hold Sanford and Hawley, Inc. harmless for any, and all, errors and/or omissions in estimates and/or quotes.
 - Taxes:** The undersigned understands and agrees that they are responsible for any, and all, local, country, state, and/or federal taxes including, but not necessarily limited to, sales, use, and excise taxes associated with any, and all, purchases from Sanford and Hawley, Inc. The undersigned understands that the Seller will separately itemize any tax that it collects. In the event that the Seller improperly fails to charge tax, the undersigned agrees to indemnify and hold harmless the Seller for any tax liability that may occur as a result of any tax audit. The undersigned agrees that such tax liability may include, but is not limited to, tax, late fees, interest, penalties, and attorneys' fees. The undersigned further agrees that this indemnification is intended to include any tax liability that may result from the Seller consenting to extend the statute of limitations during any tax audit.
 - Credit Limits:** The undersigned understands that all accounts have credit limits and that, at the Seller's discretion, additional charges or orders may not be allowed once the balance due, plus any open orders, meets or exceeds the credit limit. Credit limits will be established and changed periodically at the Seller's discretion based upon account performance and any other relevant information available. The undersigned understands that the account established pursuant to this Application and Agreement may be designated as a cash account or as a debit account and that such accounts are subject to the terms and conditions of this Application and Agreement. The Seller may, at its sole discretion, allow additional charges or orders above the credit limit. In the event the Seller extends credit beyond the credit limit, or modifies the credit limit, such extension of credit shall not be a defense to repayment of any or all of the account balance.
 - Account Use:** The undersigned understands that Sanford & Hawley, Inc. shall be entitled to act on the instructions of anyone identifying themselves as an authorized person and the undersigned shall be bound by those instructions as if the person was actually an authorized person. Sanford and Hawley, Inc. will accept those instructions in good faith. The undersigned agrees to indemnify, defend and hold Sanford and Hawley, Inc. harmless from any and all claims, damages, liabilities, losses, suits, expenses, settlements, judgements, costs and expenses, including reasonable attorney's fees, which may arise or be created by Sanford and Hawley, Inc.'s acceptance of said instructions.
 - Buyer's Purchase Orders:** The undersigned understands that Sanford and Hawley, Inc. may accept instructions to limit access to an account opened under this agreement, by means that may include, but are not limited to, specific authorized individuals and the requirement of purchase order numbers. However, Sanford and Hawley, Inc. will not be responsible should it fail to follow such limitations.
 - Choice of Law and Jurisdiction:** The undersigned understands that this agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut. Any disputes arising as a result of this agreement will be settled in accordance with such law. The undersigned and any firm applying for credit in connection with this application consent to personal jurisdiction in the court of the State of Connecticut and hereby waive any objection to the jurisdiction of those courts by stipulating that by virtue of this credit agreement that sufficient contacts with the State of Connecticut exist to vest jurisdiction in the courts of the state. However, in the event that Sanford and Hawley, Inc. delivered goods out of state, the undersigned hereby consents to jurisdiction, at the sole option of Sanford and Hawley, Inc., in either the state where delivery was made or in the State of Connecticut.
 - Descriptions:** The undersigned understands that item descriptions used by the Seller for products, materials, services, and/or merchandise may include generic terms and/or nominal sizes.
 - Warranty:** Sanford and Hawley, Inc. warrants that the goods sold hereunder will be, at the time of shipment, free and clear of all liens or encumbrances and that such goods shall conform to the description and specifications set forth on Sanford and Hawley Inc.'s written sales order. Products purchased by Sanford and Hawley, Inc. and incorporated, without modification, in such goods, shall be subject to the warranty of the manufacturer of such products, and the responsibility of Sanford and Hawley, Inc. shall be limited to assignment of the warranty to the purchaser, in case of defect as reported to Sanford and Hawley, Inc. in writing at the time of delivery. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller shall not be liable for consequential, incidental or any damages arising from the sale, handling or use of the goods from any other cause relating thereto. Buyers sole and exclusive remedy and Sanford and Hawley, Inc.'s only obligation, shall be the replacement or repair, at the option of Sanford and Hawley, Inc., of such non-conforming goods, F.O.B. at Sanford and Hawley's facility, or the refund of the price paid for such non-conforming goods. Authority for return must first be obtained from Sanford and Hawley, Inc.
 - Modifications to This Agreement:** The terms and condition of the credit agreement, as well as the terms and condition on Sanford and Hawley Inc's sales order, shall be binding on the parties and there shall be no modification of the terms and condition unless done by a writing signed by a duly authorized officer of Sanford and Hawley, Inc. The undersigned agrees that any purchase order issued to the Seller shall not constitute such a writing. Seller hereby gives notice of its objection to any additional terms in any purchase order issued to the Seller. In the event of a conflict of terms between the purchase order issued to the Seller and the Seller's terms herein and on the Seller's sales order, it is agreed that the Seller's terms shall be controlling.
 - Severability:** If any one or more of the provisions of the agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the remaining provisions of this agreement, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been part hereof.
 - Massachusetts Deliveries:** For deliveries made in the Commonwealth of Massachusetts, I/we the undersigned agree that the delivery of material purchased at quoted prices made pursuant to this credit application and agreement constitutes a written contract between the recipient-customer for such goods and Sanford and Hawley, Inc. for the purpose of Massachusetts General Laws c. 254.
 - Titles:** Sections titles used in this agreement are for convenience only and shall be given no import in the construction of the terms of this agreement.
 - Authority to Enter Agreement:** The undersigned's signature herein is intended to bind both the undersigned in his individual capacity, regardless of nomenclature applied, as well as the entity applying for credit to the terms of this credit agreement regardless of the manner of billing. The undersigned warrants to Sanford and Hawley, Inc. that he has authority to enter into this agreement on behalf of the entity applying for credit.
 - Waiver of Notice, Hearing, and Bond:** THE UNDERSIGNED ACKNOWLEDGES ON BEHALF OF HIMSELF PERSONALLY AND ON BEHALF OF ANY COMPANY APPLYING FOR CREDIT IN CONNECTION WITH THIS APPLICATION THAT THIS IS A COMMERCIAL TRANSACTION AS THAT TERM IS DEFINED BY CONNECTICUT GENERAL STATUTES SECTION 52-276A. IN THE EVENT THAT LEGAL ACTION IS BROUGHT BY SANFORD AND HAWLEY INC. FOR SUMS DUE UNDER THIS CREDIT AGREEMENT, THE UNDERSIGNED WAIVES ANY RIGHTS TO NOTICE AND A HEARING UNDER CONNECTICUT GENERAL STATUTES SECTION 52-279G AND ACKNOWLEDGES THAT SANFORD AND HAWLEY, INC. MAY SECURE ANY PREJUDGEMENT REMEDY AGAINST THE UNDERSIGNED AND/OR ANY COMPANY APPLYING FOR CREDIT IN CONNECTION WITH THIS APPLICATION WITHOUT A COURT ORDER. THE UNDERSIGNED AND/OR ANY COMPANY APPLYING FOR CREDIT IN CONNECTION WITH THIS APPLICATION DO FURTHER WAIVE ANY RIGHT THEY MAY HAVE TO REQUEST OR REQUIRE SANFORD & HAWLEY, INC. TO POST A BOND IN CONNECTION WITH THE ISSUANCE OR GRANTING OF ANY PREJUDGEMENT REMEDY. BY SIGNING BELOW I ACKNOWLEDGE THAT I UNDERSTAND THAT I AM WAIVING SPECIFIC LEGAL RIGHTS AND I DO SO WITH FULL KNOWLEDGE OF THOSE RIGHTS, OF MY OWN FREE WILL, AND WITH THE OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE IF I SO DESIRE.

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

SIGNATURES REQUESTED: INDIVIDUAL - APPLICANT AND PROPERTY OWNERS IF TITLE JOINT PROPRIETORSHIP - SOLE PROPRIETOR
 PARTNERSHIP - PARTNERS CORPORATION - OFFICERS ORGANIZATION/ASSOCIATION - OFFICERS LLC - MEMBERS

NOTE: PLEASE SIGN BOTH COPIES. SIGNATURE(S) WILL NOT GO THROUGH.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

In case of an error or inquiry about your bill, send your written inquiry to Sanford and Hawley, Inc. within 30 days. Sanford and Hawley, Inc. will investigate your inquiry and contact you within 30 days.

SECT. 7 - FOR SANFORD & HAWLEY, INC. USE ONLY

RECEIVED BY _____ DATE _____ CBR _____ DATE _____
 APPROVED/REJECTED BY _____ DATE _____ NOTIFIED _____ DATE _____

INSERT AFTER

(1) ALPHA CODE

ACCOUNT #

(11) SM# _____

(13)	PM	MM	C	D

(14)	J	P	F	C	LO

(15) C FLAG _____ R _____

(18) TAX AREA _____

(22) MAIN ACCOUNT # _____

(23) P LIST _____

(40)	K	X	M	R	T	S

(47)	O	T	AUTH