



re: Application for Credit

Dear valued customer,

I appreciate your interest in opening an account with Richards Supply Company.

To ensure that your application is processed correctly and in a timely manner, please complete all the required documents in full.

For Credit Card or COD Account

- ✓ Customer Information Form

For Open Line of Credit

- ✓ Customer Information Form
- ✓ Signed Credit Application (Both sides)

You may include any standard form(s) with company or credit information, but we still require our forms to be completed. I appreciate your understanding.

Once completed, please submit your forms via email to acctsrec@RichardsSupply.com or fax to 254-756-2858.

Thank you for your interest in Richards Supply. We look forward to serving you!

Eric Wessinger
President and CEO

2200 Franklin Ave | PO Box 1878 | Waco, TX 76103
O:254-754-2351 | F:254-756-2858 | 800-234-4121

RichardsSupply.com



Customer Information Form

Please complete **IN FULL** and **PRINT** all information requested below

Date: _____

Company Name: _____

Ship To: _____

Bill To: _____

Phone: _____

Fax: _____

AP Contact: _____

AP Fax: _____

AP Phone: _____

AP Email: _____

CFO/Controller/AP Mgr: _____

Phone: _____

Email: _____

Primary Sales Contact: _____

Title: _____

Phone: _____

Email: _____

Comments: _____

Richards Info

Account Manager: _____

Sales Number: _____

Manager Approval: _____

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Credit Application and Account Agreement

TO AVOID ANY DELAY IN PROCESSING, COMPLETE FRONT AND BACK. ALL INFORMATION TO BE HELD IN CONFIDENCE

BUSINESS LEGAL NAME: _____ D.B.A.: _____ SUBSIDIARY OR DIVISION OF: _____ STATE: _____ BILLING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ PHONE: () _____ FAX: () _____	OUT OF TOWN CONTRACTOR-LOCAL JOB INFO OR SHIP TO: NAME: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____ ATTN: _____ PHONE: () _____ FAX: () _____
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GENERAL BUSINESS INFORMATION

TYPE OF BUSINESS: _____ D.B.A.: _____ INDIVIDUAL PARTNERSHIP CORP. LLC

YEARS IN BUSINESS: _____ YEAR OF INC.: _____ STATE OF INC.: _____ ACCOUNTS PAYABLE CONTACT: _____

ARE YOU SALES AND/OR USE TAX EXEMPT? AP EMAIL: _____
 NO YES

Please insert your certificate No.: _____ PH. NO. () _____

OWNER / OFFICER'S FULL LEGAL NAME	TITLE	DRIVER LIC. #	DATE OF BIRTH	S.S. NO.
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- WILL PRINCIPAL PURCHASE BE FOR YOUR COMPANY USE OR FOR RESALE
- HAVE YOU OR THE COMPANY EVER FILED FOR BANKRUPTCY? NO YES
- ARE THERE ANY UNSATISFIED JUDGMENTS AGAINST YOU OR THE COMPANY? NO YES

• DUN & BRADSTREET NO. _____
 • SET UP ACH PAYMENT YES NO
 • INVOICE PREFERENCE EMAIL FAX

BANK REFERENCE

BANK NAME: _____ OFFICER HANDLING: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE NO. () _____

CHECKING ACCT. NO.: _____ FAX NO. () _____

BUSINESS CREDIT REFERENCE (LIST MINIMUM OF THREE)

	NAME	ADDRESS, CITY, STATE, ZIP	PHONE NO.	EMAIL ADDRESS:
1.	_____	_____	() _____	(_____)
2.	_____	_____	() _____	(_____)
3.	_____	_____	() _____	(_____)
4.	_____	_____	() _____	(_____)

BANK AND CREDIT RELEASE STATEMENT

I hereby authorize my bank, credit references listed above, and any credit reporting services (Credit Bureaus) to release credit information to RICHARDS SUPPLY COMPANY.

(signed) _____ (print name) _____ (title) _____ (date) _____

OWNER, PRESIDENT OR OFFICER ONLY

PERSONAL GUARANTY OF ACCOUNTS

In consideration of the extension of credit to the company/customer named above, I/We, personally, jointly, severally and unconditionally guarantee the payment of all obligations now or hereafter owed by said company/customer to Richards Supply Company, including all costs of collection, legal expenses and attorney's fees paid or incurred by Richards Supply Company in the collection of company's/customer's indebtedness and in enforcing this guaranty. This is an absolute and continuing guaranty and I/we waive any right to require that any action be brought against the company/customer prior to proceeding against the guarantor. The undersigned guarantor agrees to be bound by the terms and conditions set forth on the back of this form. Each undersigned guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this guarantee, hereby consents for and authorizes Richards Supply Company to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of the undersigned.

Signature _____ Print Name _____ Date _____



PO BOX 1878
2200 FRANKLIN AVE
WACO, TX 76703

(P) 254-754-2351
(F) 254-756-2858
800-234-4121

EMAIL APPLICATION TO acctsrec@richardssupply.com

www.RichardsSupply.com

** MAKE SURE YOU HAVE COMPLETED FRONT AND BACK OF FORM **

OVER PLEASE

RICHARDS SUPPLY COMPANY ACCOUNT AGREEMENT

Terms and Conditions

As a condition to the election of Richards Supply Company, a Texas limited liability company (d/b/a "Richards Industrial & Contractor Supplies & Machinery" and "Richards Equipment Company") (hereinafter, "Seller") to extend credit to the undersigned ("Purchaser"), Purchaser agrees to the following terms and conditions for all purchases made by Purchaser from Seller (collectively with the Credit Application the "Agreement"):

GENERAL TERMS AND CONDITIONS: Purchaser agrees to pay Seller for goods provided by Seller at Seller's designated prices. Payment is due Net 10th prox from the date of invoice. Purchase agrees to pay interest on all past due accounts at the rate of 1 1/2% per month (annual percentage rate of 18%) or the maximum amount allowed by law. All accounts shall be payable on the due date at the location indicated on the invoice for such material and after maturity shall be payable in Waco, McLennan County, Texas. If all or any part of the account is placed in the hands of a collection agency, or an attorney for collection, then Purchaser agrees to pay any and all attorneys' fees, court costs, litigation expenses and collection agency fees that Seller incurs for the collection of the account. Such fees and expenses are separate and apart from its liability for the account balance and the accrued interest. All such fees and costs will be immediately due and payable. Seller will have the sole discretion and complete right to apply any payment received from Purchaser hereunder in any manner that Seller deems proper. Seller may apply payments first to late payment charges, interest, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of any such payments toward Purchaser's principal account balance. Salesperson's authority is limited to solicitation of orders and customer service. All orders are subject to acceptance by Seller. Purchaser further represents and warrants that all purchases made from Seller and any credit extended hereunder will be used solely for business and commercial purposes. The extension by Seller of credit availability to the Purchaser and the amount and the terms of such credit availability are in the sole and absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit availability to Purchaser at any time with or without notice and to change any of the terms and conditions thereof upon notice to Purchaser. This Agreement shall not be binding upon Seller, until such time Seller informs the undersigned in writing of its approval of the extension of credit to Purchaser, if it elects to such extension of credit. Large sales and/or special orders may require deposits and/or special terms as agreed upon in writing. Accounts past due will be placed on "COD" until all outstanding balances are paid. If this Agreement is executed by a corporation, limited liability company, partnership or other business entity or company, the undersigned individual representative of Purchaser represents and warrants that Purchaser has the power to enter into this Agreement, the execution of this Agreement by the undersigned has been duly authorized by Purchaser and this Agreement is in the best interest of Purchaser. The information provided in the Credit Application is true and correct and has been submitted as a material inducement to obtain the credit contemplated herein.

GOVERNING LAW AND VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Venue for any and all proceedings, including any mediation and/or arbitration proceedings, shall be in Waco, McLennan County, Texas unless otherwise agreed upon in writing by Seller and Purchaser.

WARRANTY: THERE ARE NO WARRANTIES OTHER THAN THE MANUFACTURER'S OWN WARRANTIES, IF ANY. SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT PURCHASER'S PURCHASE DECISION IS BASED UPON PURCHASER'S DUE DILIGENCE AND INSTRUCTION TO SELLER OF THE GOODS REQUIRED BY PURCHASER AND NOT BY REASON OF IN OR RELIANCE ON ANY STATEMENT MADE BY OR ON BEHALF OF SELLER AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTES OR OTHER INFORMATION REGARDING THE GOODS.

LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE OF SELLER TO PURCHASER AND ANYONE CLAIMING BY OR THROUGH PURCHASER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES, OR DAMAGES (OF ANY FORM, INCLUDING CONSEQUENTIAL DAMAGES), RESULTING FROM OR IN ANY WAY RELATED TO THE ACCOUNT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO SELLER FOR THE GOODS. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

INDEMNIFICATION: Purchaser agrees to indemnify and hold harmless Seller from and against any and all claims, demands, actions, causes of action, costs and expenses arising out of or in connection with, in whole or in part, any act(s) or omission(s), negligent or otherwise, of Purchaser, or any of Purchaser's agents, servants, owners, employees, subcontractors or customers, including but not limited to: (i) claims of personal injury, including death, to any person or persons (whether third parties or agents, servants or employees of Purchaser or Seller); (ii) claims of loss of any property, real or personal (whether belonging to Seller, Purchaser or to a third party); and (iii) any and all other damages recognized at law or in equity under any theory whatsoever. This indemnity includes, but is not limited to, any reasonable attorney's fees or other reasonable legal fees incurred by Seller and associated with the foregoing. This indemnity provision is a material term to the Agreement. Purchaser's duty to indemnify is a condition to the sale of any goods from Seller to Purchaser. Purchaser has read the indemnity provision in its entirety, understands each and every part of the provision and acknowledges that there is no ambiguity concerning Purchaser's duty to indemnify. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause will be modified to provide the maximum indemnification to Seller, as indemnitee, allowable under that applicable law.

STOCK ITEMS: Return of stock merchandise will be accepted only with our prior written approval. Merchandise must be returned in the condition in which it was purchased and must be accompanied with a copy of the original invoice. Unless otherwise agreed in writing, a restocking charge of 15% will be imposed for the return of stock merchandise.

SECURITY: To secure payment and performance of all obligations and indebtedness of Purchaser to Seller, Purchaser hereby grants to Seller, and its successor and assigns, a present and continuing first-priority purchase money security interest in all goods, inventory, equipment, and materials which may be sold, consigned, leased, rented or delivered by Seller, directly or indirectly, to or for the benefit of Seller, and all proceeds thereof, including but not limited to insurance proceeds and proceeds from sale, lease, rental, return or repossession of same (the "PMSI Collateral"). Purchaser authorizes Seller to file financing statements describing the collateral along with other notices and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.

SPECIAL ORDER ITEMS: Special order merchandise will be accepted for return only when Seller has the prior consent of the source from which the goods were purchased. Any freight, restocking, reconditioning, or similar charges assessed by the supplier will be borne by the Purchaser.

ECOA NOTICE. If your application for credit is denied, you have the right to a written statement on the specific reasons for your denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

MERGER. This Agreement embodies the final, entire agreement of Seller and Purchaser and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Seller and Purchaser. There are no oral agreements between Seller and Purchaser.

Please **PRINT** below the names of those who are authorized to make charges to your account and have each individual sign.

NAME: _____ SIGNATURE: _____ TITLE: _____

NAME: _____ SIGNATURE: _____ TITLE: _____

NAME: _____ SIGNATURE: _____ TITLE: _____

Are you interested in EDI? Yes Contact: _____ Phone: _____

Do you have any Quality Process requirements? If so, please attach.

Purchase order required? Yes No

I have read the above terms and credit of Richards Supply Company and do agree to comply with its terms, conditions and policies.

PURCHASER: _____ TITLE: _____ DATE: _____

SIGNATURE: _____ EMAIL: _____