

## **CONTRACTOR EXPRESS, INC.**

## CHARGE ACCOUNT TERMS AND CONDITIONS

| This Agreement is | made and effective,  |  |  |  |  |
|-------------------|--|--|--|--|--|
| BETWEEN:          | CONTRACTOR EXPRESS, INC (the "Seller"), a corporation organized and existing under the laws of the State of New York, with its head office located at: |  |  |  |  |
|                   | 389 Atlantic Ave<br>Oceanside, NY 11572  |  |  |  |  |
| AND:              | Name:  |  |  |  |  |
|                   | Address:   |  |  |  |  |
|                   |  |  |  |  |  |
|                   | E-Mail Address:  |  |  |  |  |
|                   | Phone Number:  |  |  |  |  |
|                   | Contact Name:  |  |  |  |  |

## IT IS AGREED AS FOLLOWS:

Credit terms are 2% 10<sup>th</sup>, net 11th of the month following the statement date. Statement balance must be paid by cash or check to receive discount. Statements will be sent on the 25<sup>th</sup> of each month. A late payment charge of no more than 2% per month (the corresponding annual percentage is 24%) will be charged upon past due balances outstanding at the close of the next billing cycle. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Buyer assumes full responsibility for all materials purchased from Contractor Express. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify Contractor Express within 30 days in writing of receipt of monthly statement of any discrepancies in billing. Failure to so notify Contractor Express signifies total acceptance and responsibility for prompt payment in full of account.

If materials are ordered to be delivered to a construction job site, the buyer assumes liability for the materials at the time of delivery whether or not buyer's representative is on hand to acknowledge receipt of delivery. Buyer agrees to pay standard delivery charges as billed.

Buyer agrees that no refund will be granted unless merchandise is returned within 60 days. Buyer agrees to supply seller with any necessary purchase orders, job numbers, job addresses, and a current list of employees permitted to order, pickup, and sign for merchandise.

Contractor Express reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

| Authorized Signature  | Title  |
|---|--|
| Print Name  | Date   |
| INDIVIDU  | AL'S GUARANTY OF PAYMENT   |
| hereby jointly, severally, and unconditiona<br>NY, of any and all present or future indeb<br>page hereof, hereinafter called the debtor | f the credit that you may hereafter extend, the undersigned ally guarantee payment when due, at your office in Oceanside, tedness owed to you by the applicant named on the previous, and hereby agree punctually to pay such indebtedness if a debtor, plus interest and reasonable attorney fees if placed for |
|   | of acceptance of guarantee demand, and notice of<br>on of time of payment of any and all of the indebtedness hereb   |
| This guarantee shall continue to apply to to the debtor, and to all such present and  | all sales made, services rendered, and advances made by you future indebtedness however arising.   |
| This is intended to be a personal guarante signer notwithstanding any title or designate  | ee and not a corporate guarantee, and will personally bind the ation made by me.   |
|   |  |
| Signature   | Signature  |
| Print Name  | Print Name   |
| Date  | Date   |
| Witness   | Witness  |

## **Attachment to Charge Account Terms and Conditions**

| Account Name:  |                   |                 |              |                         |  |  |  |  |
|--|-------------------|-----------------|--------------|-------------------------|--|--|--|--|
|  |                   |                 |              |                         |  |  |  |  |
| Contact Name:  |                   |                 |              |                         |  |  |  |  |
| Contact Name:  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| Names Authorized to charge:  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| To be Defended to the Control of the |                   |                 |              |                         |  |  |  |  |
| Trade References: (Please supply four references- other suppliers not contractors)   |                   |                 |              |                         |  |  |  |  |
|  |                   | 1               |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| Company Name   | Address           | Phone #         | Fax #        | Contact Name            |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| 1  |                   |                 |              |                         |  |  |  |  |
| 1  |                   |                 | +            |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
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|  |                   |                 |              |                         |  |  |  |  |
| 2  |                   |                 |              |                         |  |  |  |  |
| 3  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| 4  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| Bank References:   |                   |                 |              |                         |  |  |  |  |
| Dank References.   |                   |                 |              |                         |  |  |  |  |
| Bank Name  | Address           | Phone #         | Fax #        | Contact Name            |  |  |  |  |
|  | 710.01.000        |                 | 1 4 1        |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
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| 2  |                   |                 |              |                         |  |  |  |  |
|  |                   | <u>l</u>        | 1            |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| Release of Information:  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |
| In conjunction with my reque   | st for a charge a | account from Co | ntractor Exp | oress, Inc. I do hereby |  |  |  |  |
| authorize the release to Contractor Express any and all information requested by them in their   |                   |                 |              |                         |  |  |  |  |
| efforts in approving a line of credit for myself and/or Company.   |                   |                 |              |                         |  |  |  |  |
| 11 Or are a first supported.   |                   |                 |              |                         |  |  |  |  |
| Date   |                   | Signature       |              |                         |  |  |  |  |
| 2.0  |                   |                 |              |                         |  |  |  |  |
|  |                   |                 |              |                         |  |  |  |  |

Please fax completed application to 516 536-4743 or e-mail to lwidder@contractorexpress.com