



Please return this completed form to:
 Johnstone Supply
 Attn: Credit Department
 2505 Willowbrook Road, Suite 203, Dallas, TX 75220
 Phone: 214-902-8372 X203; Fax: 214-902-9460

CREDIT APPLICATION AND ACCOUNT AGREEMENT

The undersigned Applicant and Purchaser (“Purchaser”) hereby applies and specifically requests the establishment of an open account with credit from Frigelar North America, Inc., d/b/a Johnstone Supply (“Seller”), for the purpose of purchasing certain goods on credit. Upon approval, this Credit Application and Account Agreement (the “Account Agreement”) will create an account with Seller. The following information is provided for consideration by Seller in the approval of the credit application. Purchaser understands that the submittal of this credit application does not constitute a credit account until approved by Seller. Purchaser certifies that all information provided to Seller is true, accurate, and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Seller to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future.

1. BUSINESS INFORMATION

Legal Name/Business Entity		Phone Number
Doing Business As (DBA)		Tax ID # / or SSN
Physical Address		City
BILL TO: Name		Address
Email Address		Web Address
Company Type <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Franchisee		
Contractor License	Number of Employees	Date Established
Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No Statement Required ? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Authorized Buyers ? <input type="checkbox"/> Yes <input type="checkbox"/> No *If Yes, provide the names here: _____		
Tax Resale/ Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If Yes, enclose exemption certificate. Sales tax will be added until a valid Certificate is provided.)		

2. PRINCIPAL OWNER (if a corporation, list shareholders; if a LLC, list members; if a partnership, list partners)

Name	Title	Address	Phone
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3. TRADE CREDIT REFERENCES

Company Name	Contact	Your account number with them:
Address	City	State Zip
Phone		Fax
Company Name	Contact	Your account number with them:
Address	City	State Zip
Phone		Fax
Company Name	Contact	Your account number with them:
Address	City	State Zip
Phone		Fax

PURCHASER AGREES THAT ALL SALES AND EXTENSIONS OF CREDIT MADE TO PURCHASER BY SELLER SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS OF SALE (ATTACHED TO THIS ACCOUNT AGREEMENT), AS THE SAME AND MAY BE AMENDED BY WRITTEN NOTICE TO PURCHASER FROM TIME TO TIME.

PURCHASER:

Name of Business: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

PERSONAL GUARANTY

To induce Seller to extend credit to Purchaser, the undersigned (jointly and severally, if more than one) (“Guarantor”) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys’ fees payable as a consequence of Seller’s collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller’s arrangements with any other Guarantor. Guarantor agrees to provide personal financial information as reasonably requested by Seller.

Signature: _____ Printed Name: _____ Date: _____

Signature: _____ Printed Name: _____ Date: _____

GUARANTOR INFORMATION

First Name	Middle Name or Initial	Last Name	Social Security Number
Present Home Address		Home Phone Number	Fax
City	State	Zip	

First Name	Middle Name or Initial	Last Name	Social Security Number
Present Home Address		Home Phone Number	Fax
City	State	Zip	

GENERAL TERMS AND CONDITIONS OF SALE

This Credit Application is being submitted by Purchaser for the purpose of obtaining credit from Frigelar North America, Inc., d/b/a Johnstone Supply ("Seller") for the purchase of certain goods, supplies, and equipment, and any accessory, part or attachment thereto (collectively, the "Products") from Seller. Seller's extension of credit to Purchaser is made expressly conditional on Purchaser's assent to the following General Terms and Conditions of Sale (these "Terms"):

- 1. Acceptance; Governing Provisions.** All sales of Products by Seller to Purchaser shall be subject to these Terms. These Terms represent the full understanding of Seller and Purchaser and supersede all other agreements, written or oral, regarding its subject matter. TERMS THAT ARE PRINTED ON OR CONTAINED IN A PURCHASE ORDER OR OTHER FORM PREPARED BY PURCHASER THAT ARE ADDITIONAL TO, IN CONFLICT WITH, OR INCONSISTENT WITH THESE TERMS ARE, UNLESS EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, REJECTED BY SELLER AND SHALL HAVE NO FORCE OR EFFECT.
- 2. Payment.** Purchaser shall be liable for and shall promptly pay when due all charges set forth in the applicable Seller invoice, including, but not limited to, the price of Products, taxes, delivery and other charges in accordance with these Terms. Unless otherwise agreed in writing, payment terms are Net 30 days from the invoice date, no retainage. Purchaser shall pay all taxes, fees, duty, levy, or charges imposed by any governmental authority, and all sales taxes will be invoiced unless Purchaser supplies a valid tax-exempt certificate prior to delivery. In the event Purchaser fails to make payment in full or in part when due and such matter is placed with an attorney for collection, Purchaser shall be responsible for all attorney's fees and costs of collection. In addition, Seller may charge interest on any outstanding balance due and owing from Purchaser at an annual rate of 18% or the highest rate allowed by law. Purchaser shall pay for any Products ordered that the Purchaser does not take delivery of, unless a written cancellation prior to the time that Seller has commenced the production of the Products is received by Seller.
- 3. Risk of Loss.** Title to and risk of loss of the Products purchased hereunder shall pass to Purchaser upon delivery to Purchaser's carrier at Seller's designated facility or, if transported by Seller, upon delivery by Seller to Purchaser's designated address.
- 4. Delivery.** The time of delivery of the Products is conditioned upon the date of Seller's ability to secure materials necessary for manufacture of both Purchaser's Products and other Products being manufactured in advance of Purchaser's Products in Seller's production schedule and delays due to strikes, fires, accidents or any other causes or contingencies beyond Seller's control. Delays in delivery of any of the Products not due to Seller's willful act shall not constitute a default under any purchase order.
- 5. Limited Warranty.** Seller warrants the Products will comply with the specifications. Seller makes no warranty with respect to components parts or accessories not manufactured by it, and in the event of a defect of any such component part or accessory, Purchaser's sole remedy for a breach of this warranty by Seller shall be for Seller, at its option, to repair or replace without charge, any defective item covered by this limited warranty. THIS LIMITED WARRANTY IS SELLER'S SOLE WARRANTY TO PURCHASER AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- 6. Indemnity.** Purchaser agrees to defend, hold harmless and indemnify Seller and its affiliates, subsidiaries, related entities, officers, directors, shareholders, agents and employees, from and against any and all causes of action, suits, debts, claims, liabilities, losses, damages, costs, including, but not limited to, attorneys' fees, court costs and expenses of whatever nature or kind, in law or in equity, arising out of, resulting from any act, error or omission of Purchaser or any of Purchaser's employees, agents, subcontractors, or the like.
- 7. Limitation Of Liability.** SELLER'S LIABILITY FOR ANY DAMAGES DUE TO PURCHASER UNDER THE ORDER AND THESE TERMS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SELLER PRODUCTS THAT ARE THE SUBJECT OF THE DAMAGES BEING CLAIMED BY PURCHASER. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY.
- 8. Applicable Law; Venue.** This Agreement and these Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to any conflict of laws principles. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Dallas County, Texas.
- 9. Entire Agreement; Modifications.** Except as otherwise agreed to by Seller in writing, these Terms, together with Seller's quotation, order acknowledgement, or a separate written and signed agreement, as applicable, shall constitute the complete and final agreement between Seller and Purchaser (this "Agreement"), superseding completely any prior oral or written communications. This Agreement may not be changed, modified or amended, except in writing signed by an authorized representative of Seller.
- 10. Assignment.** Purchaser shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights thereunder without the prior written consent of Seller.