



COMMERCIAL CREDIT AGREEMENT

ABOUT YOUR BUSINESS (hereinafter referred to as "CUSTOMER")

| | | | | | | | |
|--|---|---|--------------------|---|--|---|-----------------------------|
| Business Name | | Billing Address | | City | ST | Zip Code | County |
| Physical Location Address (if different than billing address) | | | | City | ST | Zip Code | County |
| Business PH # | Business FX # | TYPE OF JOBS: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential | | Net Worth | Annual Volume | Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach certificate. Exempt #: | Estimated Monthly Purchases |
| PLEASE CHECK ONE: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> LLC | | Business Start Date | Nature of Business | Federal Tax Payer ID # | State of Registration | State Contractor's License # | |
| Person to contact about payment | Phone # | Fax # | Email Address | | Driver License # of person signing checks for payment of acct: | | |
| PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No | Email invoices to: _____ Invoice Preference: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly | | | Have you, or any company in which you have been a principal, been sued or filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain in detail and attach to this AGREEMENT. | | | |

PRINCIPALS IN YOUR BUSINESS (APPLICANT/GUARANTORS, please complete all blanks.)

| | | | | | | |
|--------------|----------|---------------------|----------------|----------------|----------|--------|
| Name | Position | Social Security No. | E-Mail Address | Mobile Phone # | | |
| Home address | | | City | ST | Zip Code | County |
| Name | Position | Social Security No. | E-Mail Address | Mobile Phone # | | |
| Home address | | | City | ST | Zip Code | County |

BUILDING SUPPLY REFERENCES (APPLICANT/GUARANTORS, please complete all blanks.)

| Name | City | ST | Phone # | Fax # | Years | Terms | High Credit \$ |
|------|------|----|---------|-------|-------|-------|----------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

BANK REFERENCES (APPLICANT/GUARANTORS, please complete all blanks.)

| | | | | | |
|--|--------------------|-----------------|----|----------|-------------|
| Bank Name | Address | City | ST | Zip Code | Phone # |
| <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Loan Acct No: | Officer to Contact | Officer's Email | | | Date Opened |
| Bank Name | Address | City | ST | Zip Code | Phone # |
| <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Loan Acct No: | Officer to Contact | Officer's Email | | | Date Opened |

APPLICANT: Please send signed credit application to your local sales representative.

Internal Use: COD Customer Yes No

Thank You



COMMERCIAL CREDIT AGREEMENT

The undersigned CUSTOMER acknowledges it has executed this Commercial Credit Agreement ("AGREEMENT"), for the purpose of inducing SPI, LLC to extend credit to CUSTOMER. This AGREEMENT does not amend or replace SPI, LLC Standard Terms and Conditions of Sales which have precedence over this AGREEMENT in the event of any conflict of terms. This AGREEMENT shall be legally binding upon CUSTOMER for all SPI, LLC locations that may from time to time extend credit to CUSTOMER.

TERMS AND CONDITIONS. In consideration of SPI, LLC extending commercial credit based on the information furnished herein, CUSTOMER warrants and agrees by executing this AGREEMENT: (a) all purchases made by CUSTOMER and sold by SPI, LLC are subject to the terms and conditions contained herein; (b) **CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS SPI, LLC STANDARD TERMS AND CONDITIONS OF SALES, available upon written request to SPI, LLC;** (c) SPI, LLC terms and conditions are deemed incorporated into and made part of AGREEMENT and each and every sale and provision of services furnished to CUSTOMER, regardless of whether CUSTOMER signs each invoice or delivery ticket; and (d) any terms of CUSTOMER's acceptance, purchase order or other documentation that are inconsistent with or, additional to this AGREEMENT (except such additional terms which are required by law) shall be void and of no effect. Any use or reference to CUSTOMER's purchase order(s) or purchase order number(s) in any order for SPI, LLC materials is for CUSTOMER's convenience only. SPI, LLC shall deliver materials in consideration of CUSTOMER's agreement to be bound by the terms herein.

AGREEMENT requires that balances are due and payable on or before the due date set forth on the invoices. If not paid by the due date set forth on the invoices, the account is past-due and in default, and FINANCE CHARGES WILL ACCRUE UNTIL PAYMENT IN FULL IS MADE AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM OR ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH or at the highest rate allowable by law (specifically including post-judgment)

As part of any credit extension by SPI, LLC pursuant to AGREEMENT, CUSTOMER certifies the truthfulness and accuracy of the information and documents provided in connection with this request for credit. CUSTOMER hereby unconditionally guarantees the payment, when due, of all indebtedness incurred herein, whether now existing or hereafter arising, owing by CUSTOMER or any division thereof, and as requested or incurred by any person, firm or business entity for the benefit of CUSTOMER. If credit is extended to a business entity, the undersigned personally guarantees (hereinafter "Guarantor") the payment of all indebtedness to SPI, LLC for credit extended to the business entity, with CUSTOMER AND GUARANTOR collectively referred to hereinafter as CUSTOMER/GUARANTOR, and with the rights of any additional guarantors below, included within the scope of explanation of CUSTOMER's/GUARANTOR's rights.

The execution of AGREEMENT authorizes SPI, LLC to investigate CUSTOMER's/GUARANTOR's credit-worthiness and to contact trade references provided herein. The individuals signing AGREEMENT authorize SPI, LLC to obtain personal credit reports on each individual signing AGREEMENT on behalf of CUSTOMER in order to establish credit.

If it becomes necessary for SPI, LLC to undertake collections of delinquent balances owed to SPI, LLC by CUSTOMER/GUARANTOR(s), CUSTOMER/GUARANTOR(s) agree to pay any cost of collection, regardless of whether suit is instituted, including reasonable attorney fees in the event of a lawsuit, an appeal, and any post-judgment collections actions necessary to enforce any judgment rendered. CUSTOMER/GUARANTOR(s) acknowledge and agree that in the event SPI, LLC files a lawsuit to collect any sums due, such action shall be initiated in the state in which the SPI, LLC office supplying the materials is located and in the county or parish of SPI, LLC choosing. CUSTOMER/GUARANTOR(s) hereby waive any statutes relating to venue and further waive any rights to trial by jury.

CUSTOMER/GUARANTOR(s) hereby waive notice of extension of any credit, presentment, and demand for payment, and waive CUSTOMER's/GUARANTOR's right of protest or notice of dishonor or default. SPI, LLC, without notice to CUSTOMER/GUARANTOR (or to additional guarantors) and without first obtaining the consent of CUSTOMER/GUARANTOR(s), and without releasing CUSTOMER/GUARANTOR(s), may (i) surrender, compromise, substitute or exchange any or all parts of any security held by SPI, LLC, (ii) grant any releases, compromises or indulgences with respect to any indebtedness incurred under AGREEMENT, or (iii) release any party liable hereunder, whether CUSTOMER or a GUARANTOR, without affecting the liability of CUSTOMER/GUARANTOR(S), either of whom may be sued without joining any others and without first suing or proceeding against CUSTOMER/GUARANTOR(s). AGREEMENT is a continuing obligation, and any revocation must be in writing and delivered by United States Postal Service Certified Mail, return receipt requested, and addressed and delivered to the SPI, LLC credit office which approved AGREEMENT with CUSTOMER/GUARANTOR(s). Neither the terms of AGREEMENT nor its revocation, including revocation of personal guarantees, may be applied retroactively. The execution of AGREEMENT by CUSTOMER/GUARANTOR(s) is done voluntarily and after all signatories had the opportunity to consult with an attorney.

IN WITNESS WHEREOF, the undersigned CUSTOMER/GUARANTOR(s) has/have executed this Agreement on ____/____/____,

in the County of _____, in the State of _____.

| | | |
|------------|-----------|------------------------|
| _____ | _____ | _____ |
| Print Name | Signature | Social Security Number |
| _____ | _____ | _____ |
| Print Name | Signature | Social Security Number |
| _____ | _____ | _____ |
| Print Name | Signature | Social Security Number |