

Application to Establish an Open Purchasing Account

All applicants are requested to complete this application; completion of application does not guaranty the opening of such account.

General Information:

Date: _____

Firm Name: _____

Ship to Address: _____

City: _____ County: _____ State: _____ Zip: _____

EIN# _____ EMAIL _____

Phone # _____ Fax # _____

Form of Business:

- Sole Proprietorship
- Partnership
- Corporation

Business Facility:

- Own
- Rent
- Lease

Billing/Purchasing Information:

Address & Contact Information (if different from above)

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone # _____ Fax # _____

Years in Business _____ Desired Purchasing Limit: \$ _____

Sales Tax Exempt (circle one): Yes/*No Purchase Order Required: Yes/No

*In order for CCH to exempt your sales tax, we must have a copy on file of a tax exempt/resale certificate giving your state exemption number.

Names of Persons Authorized to Purchase on This Account:

Principle Owners or Stockholders:

1. Full Name: _____

S.S. Number: _____ - _____ - _____

Title: _____

Nick Name: _____

Home Address: _____

Home Phone: _____

City: _____

State: _____ Zip: _____

2. Full Name: _____

S.S. Number: _____ - _____ - _____

Title: _____

Nick Name: _____

Home Address: _____

Home Phone: _____

City: _____

State: _____ Zip: _____

Bank Reference

Name of Bank: _____ Account # _____
Bank Representative: _____ Title: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

Business (Trade) Credit References

Company Name: _____ Contact Name: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Fax: _____

Company Name: _____ Contact Name: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Fax: _____

Company Name: _____ Contact Name: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Fax: _____

Company Name: _____ Contact Name: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Fax: _____

This information is provided to CCH for the purposes of obtaining credit. All companies, agencies, and persons listed, along with major Credit Bureaus, are hereby authorized to release both personal and business credit information with supporting documentation.

The undersigned agrees and understands that CCH may, at their discretion, apply the customer's payment or credit memo against any open invoice and/or debit memo outstanding.

The undersigned agrees and understands that any credit or debit card placed on file with CCH may be charged at CCH's discretion to pay any open invoices or debit memos outstanding.

Upon approval of this application, CCH will issue an approval letter wherein the terms of this credit account will be described in detail.

The undersigned agrees and understands that this account will remain on COD terms until and unless this application is approved.

The undersigned has read, clearly understands and agrees to all the above and any terms and conditions of sale and appointment as indicated in the CCH Terms and Recovery Agreement, approval letters and price lists.

Authorized Officer's Signature: _____ Date: _____
Print Name: _____ Title: _____
Company
Name: _____

TERMS AND RECOVERY AGREEMENT

The following disclosures in connection with your account are made pursuant to the Federal Truth-in-Lending Act. Forbearance to exercise any option or right by Coastal Contract Hardware, Inc. (herein "CCH") with respect to any failure or breach of the undersigned shall not constitute a waiver of the right or option as to any subsequent failure or breach.

1. In the event this account becomes past due, the past due balance will be subject to a monthly finance charge of 1.5% per month which is equal to an annual percentage rate of 18%. CCH also reserves the following rights until the account is brought current:
 - a. CCH may add COD terms and a 25% surcharge to all future orders to collect current and past due amounts in a timely manner. The surcharge will be applied to past due balances.
 - b. CCH may place the account on a "credit hold", disallowing delivery or pickup. CCH assumes no responsibility for the consequences of delayed shipments due to "credit hold" status.
2. In the event an account becomes 60 or more days past due, CCH may seek any and all legal remedies prescribed by law, including, but not limited to:
 - a. Placing the undersigned with a collection agency or attorney for collection of the outstanding balance with all interest and fees accruing thereon, including reasonable collection and/or attorney's fees.
3. **COD Terms:** Payment in full is due at the time of delivery or pickup. If payment in full is not made, delivery and/or pickup will be held until payment is received. In the event that other payment arrangements are made all before mentioned penalties and fees will apply.
4. **Credit Terms** will be described in detail in an approval letter to be mailed by CCH. Any breach of terms described therein is subject to the above mentioned penalties and fees.
5. **Returned Checks:** All returned checks must be honored in cash or certified check within ten days of notification by CCH. CCH will charge a \$25.00 fee on all returned checks each time they are returned, and may seek legal recourse to collect thereupon if not paid in a timely manner.

The undersigned hereby agrees to the above and that this account shall be governed by the laws of the State of South Carolina, and in the event of any dispute concerning this Agreement or the products sold hereunder, suit may be brought only in a court of competent jurisdiction in the State of South Carolina, County of Horry.

Authorized Officer's Signature: _____ Date: _____

Print Name: _____ Title: _____

Company Name: _____

Personal Continuing Guaranty Agreement

For VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the undersigned and to induce Coastal Contract Hardware, Inc. ("CCH"), to extend credit to or to extend time for payment on past due accounts of _____ (hereinafter designated as "Debtor"), the undersigned hereby absolutely, unconditionally and jointly and severally guarantees to CCH the payment of any and all indebtedness, liabilities and obligations of every nature and kind of Debtor to CCH, and every balance part thereof, whether now owing due, or which may hereafter, from time to time being owed or due, and howsoever heretofore or hereafter created or arising or evidenced, including interest as may accrue thereon, plus all costs, expenses and reasonable attorney's fees at any time paid or incurred by CCH in endeavoring to collect the indebtedness, and in and about enforcing this instrument, and regardless of whether legal action is instituted.

In connection with this Guaranty, the undersigned specifically acknowledges and agrees to the following:

1. Authority and consent are hereby expressly given CCH from time to time, and without any notice to the undersigned, to give and make such extensions, renewals, indulgences, modifications, waivers, forbearances, settlements and compromises as it may deem proper with respect to any changes in the amounts and conditions of the indebtedness.
2. All diligence in collection and all presentment for payment, demand, protest, notice of protest, and notice of non-payment, dishonor and default, and of the acceptance of this Guaranty, and of any and all extensions of credit hereunder are hereby expressly waived.
3. This is a guarantee of payment and not of collection. The liability of the undersigned on this Guaranty shall by direct and immediate and not conditioned or contingent upon the pursuit of any remedies against Debtor or any other person, or against any collateral or liens which may be available to CCH, its successors, endorsees or assigns.
4. This Guaranty may be enforced by either a single proceeding against all of the undersigned or any proceedings against the undersigned separately, as CCH may deem advisable.
5. The provisions of this Guaranty shall not be modified in any manner whatsoever unless such modification appears in writing signed by the undersigned and an officer of CCH, and such signed writing shall be a condition precedent to either CCH or the undersigned enforcing (by direct claim, counterclaim, setoff, recoupment or otherwise) any right or liability which does not appear herein, and which concerns the undersigned's liability for the indebtedness.
6. This Guaranty may be terminated by the undersigned only in writing sent by Certified Mail, Return Receipt Requested addressed to CCH. Any termination of this Guaranty Agreement, however, shall only be effective as to any future transactions or commitments made by CCH after receipt of the Notice of Termination and shall in no way affect the undersigned's obligation to CCH already in existence at the time of the Notice of Termination.
7. This Guaranty shall be construed according to the laws of the State of South Carolina and shall be binding upon the undersigned and on the estate, legal representatives, and assigns of the undersigned and each of them respectively, and shall insure to the benefit of CCH, its successors, legal representatives and assigns. The undersigned does hereby consent to the jurisdiction and venue in any Court located in the State of South Carolina having subject matter jurisdiction.

WITNESSES:

GUARANTORS:

ADDRESSES:

All Principals and their spouses should sign, as individuals, on the right-hand side. Witnesses should sign on the left-hand side.