APPLICATION FOR CREDIT

MONTGOMERY PLUMBING SUPPLY COMPANY

BI-LO SUPPLY

Plumbing, Heating and Air Conditioning Equipment

15021 RT 6 Mansfield, PA 16933 Phone (570) 622-7391	1715 Montour Boulevard Danville, PA 17821 Phone (570) 275-4771	1299 N Atherton Street State College, PA 16803 Phone (814) 234-2922	☐ 1692 N Susq Trl RT15 Hummels Wharf, PA 17831 Phone (570) 743-7622
2087 Rt 54 Hwy Montgomery, PA 17752 Phone (570) 547-2691	☐ 400 Broad Street Montoursville, PA 17754 Phone (570) 368-2404	202 Hogan Boulevard Mill Hall, PA 17751 Phone (570) 748-4892	3117 Beale Ave Altoona, PA 16601 Phone (814) 949-0336

INSTRUCTIONS:

INDIVIDUALS and SOLE PROPRIETORSHIPS must complete Sections 1, 4, 5, 6, and 7.

CORPORATIONS must complete Sections 2, 4, 5, 6, and 7.

PARTNERSHIPS must complete Sections 3, 4, 5, 6 and 7.

All sections required by your applicant type must be fully completed. Any applications received without the required information or signatures will be returned unprocessed.

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SECTION 1: INDIVIDUALS AND SOLE PROPRIETORSHIP BUSINESS INFORMATION Business Name Street Address City State Zip Phone No. Fax No. E-Mail Address Yrs in Business **APPLICANT INFORMATION** Street Address City State Phone No. Fax No. E-Mail Address Zip Date of Birth Soc. Sec. No. Annual Income Employer Employer's Address City Phone No. Fax No. Years Employed State Zip Position Held **SPOUSE INFORMATION** Name Soc. Sec. No Date of Birth Employer Employer's Address City Phone No. Fax No. Position Held Years Employed State Zip **OTHER INFORMATION** Housing Status (Check One) Type of Housing (Check One) Own/Buying Mobile Home Apartment Rent Board House Are there any unsatisfied judgments against you? Have you ever declared bankruptcy? If yes, when? If Yes, Amount? No Yes No Yes **SECTION 2: CORPORATIONS BUSINESS INFORMATION** Name of Corporation Street Address City State Zip Phone No. Fax No. E-Mail Address Federal Employer Identification No. D&B Rating Date of Inc State Of Inc D & B Number Name of Bonding Co Have you ever Are there any unsatisfied Address of Bonding Co declared bankruptcy? judgments against you? No Yes No Phone No. E-Mail Address Fax No. Zip

OTHER II	NFORMAT	ION (Comp	lete for Ea	ch Officer)									
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Have you ev declared bar		judgments a	against you?	u	ivallie of BC	maing co			Address	of Bonding Co			
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PRINCIPAL CHECKING				1111311				<u> </u>		
Name of Bank	S	treet Address			City				State	Zip
Contact Person	P	Phone No.		Fax No.	Account No).	<u> </u>	ı	
PRINCIPAL LENDER INF	ORMATION									
Name of Lender		treet Address			City				State	Zip
Contact Person	P	Phone No.		Fax No.			Total Amount of Loan		Line of Credit	If Yes, Limit?
BUSINESS CREDIT REFE	RNCE INFORMA	ATION					l			<u>I</u>
Name of Business		treet Address			City				State	Zip
Contact Person	P	Phone No.		Fax No.			Credit Limit	t		
Name of Business	S	treet Address		<u> </u>	City				State	Zip
Contact Person	P	Phone No.		Fax No.	Fax No.		Credit Limit			
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Contact Person	P	Phone No.		Fax No.			Credit Limit	t		<u> </u>

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What is the estimated cost of the project	How much credit are you requesting?	Are you tax exempt? If yes, attach a completed tax exemption certificate.
		Yes No
Do you plan to obtain bank financing?	If Yes, Name of Bank	Name of Loan Officer
Yes No		
Are purchase orders required to charge?	If no please list the names of	f persons authorized to charge on this account.
Yes No	ii iio, picase list the hames of	persons authorized to charge on this account.
SECTION	6: ACKNOWLEDGEMENT OF C	REDIT ACCOUNT AGREEMENT
	ALL APPLICANTS MUST COM	PLETE THIS SECTION
THE unde	ersigned parties who are engaged in	business under the trade name of
nereby contract with M	iontgomery Plumbing Supply Compa	ny, T/A Bi-Lo Supply to furnish material to them

hereby contract with Montgomery Plumbing Supply Company, T/A Bi-Lo Supply to furnish material to them, in order to better assure delivery of said material and to further secure credit therefore, the undersigned, both personally and in in their representative capacity, set forth below, do agree that, in an event payment is not otherwise made for said materials, they will make payment therefore when it is billed to them, in an amount of the balance due. If the said account is not paid when due, the undersigned personally, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the them for United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of eighteen (18%) percent per annum together with cost of suit, release of errors, and cost for attorneys and/or collection fees, hereby waiving all right of stay of execution, inquisition and appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and sale on execution and also waiving the benefit of the present or any further insolvent laws of any of any state of the United States and of the present or any further bankruptcy law of the United States.

DO NOT SIGN BEFORE YOU HAVE READ THE CREDIT ACCOUNT AGREEMENT ATTACHED TO THIS APPLICATION AND MADE A PART HEREOF.

YOU ACKNOWLEDGE THAT YOU HAVE KEPT A COPY OF THE CREDIT ACCOUNT AGREEMENT FORM #SB1300 AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS APPLICATION.

WITNESS the signature of the of the parties hereto, the day of	, 20
INDIVIDUAL & SPOUSE SIGNATURES	
(SEAL)	(SEAL)
(SEAL)	
PARTNER & SPOUSE SIGNATURES & TITLES	
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CORPORATE OFFICER SIGNATURE & TITLE	
BY	(SEAL)
Title	,
BY	(SEAL)
Title	4
BY	(SEAL)
BY	(SEAL)
Title	(SLAL)
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Title	
BY	(SEAL)
Title	

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SECTION 7: AUTHORIZATION TO OBTAIN CREDIT INFORMATION ALL APPLICANTS MUST COMPLETE THIS SECTION

Authorization is giver to Montgomery Plumbing Supply Company, T/A Bi-Lo Supply to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Montgomery Plumbing Supply Company, T/A Bi-Lo Supply with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as an original.

Signature			Date	
Signature			Date	
Signature			Date	
Signature			Date	
DO NOT WRITE BELOW THIS LINE.				
FOR OFFICE USE ONLY				
Approved By	Date Approved	Account Number	Туре	Credit Limit
			Code	Date
			Code	Date

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Montgomery Plumbing Supply Co., T/A Bi-Lo Supply CREDIT ACCOUNT AGREEMENT

The undersigned Purchaser makes the credit application and agreement to Montgomery Plumbing Supply Company, T/A Bi-Lo Supply for the extension of credit. In this Agreement, "Purchaser" means each person, individual, company, corporation, and partnership whose application for the Montgomery Plumbing Company, T/A Bi-Lo Supply Credit Account ("Account") covered by this application has been accepted. Montgomery Plumbing Supply Company, T/A Bl-Lo Supply Company, T/A Bi-Lo Supply means Bi-Lo Supply of Montgomery, Bi-Lo Supply of Danville, Bi-Lo Supply of Mill Hall, Bi-Lo of Hummels Wharf, Bi-Lo Supply of Montoursville, Bi-Lo Supply of State College, Bi-Lo Supply of Mansfield, and Bi-Lo Supply of Altoona.

TERMS OF PAYMENT:

In the event that Montgomery Plumbing Supply Company, T/A Bi-Lo Supply agrees to extend and to continue to extend credit to Purchaser, the terms of the account are net thirty (30) days, which means the Purchaser agrees to make payment in full each month for all material purchased on this account before the next month's billing date. Purchaser agrees to pay service charges of 1.5% **per month or 18% Annual Percentage Rate** on all unpaid balances which are over (30) days. The service charge will continue to accrue on the unpaid balance due and owing Montgomery Plumbing Supply Company, T/A Bi-Lo Supply by Purchaser, until such time as the entire balance is paid in full by Purchaser.

DEFAULT:

If Montgomery Plumbing Company, T/A Bi-Lo Supply accepts any payment after the date it is due, that acceptance does not affect the due dates of any other amounts on the account, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of Montgomery Plumbing Supply Company, T/A Bi-Lo Supply rights under this agreement. Any sale, transfer, subjection of the materials to any encumbrance, or failure to make a payment when due shall constitute an event of default. In the event of default,

Montgomery Plumbing Supply Company, T/A Bi-Lo Supply shall be free to exercise all remedies permitted under state law including, but not limited to repossession of materials.

ACCELERATION:

In event of default by Purchaser under this agreement, Montgomery Plumbing Supply Company, T/A Bi-Lo Supply may immediately declare the entire unpaid balance of the account due and payable.

ATTORNEY'S FEES AND COST:

In event of default, Montgomery Plumbing Supply Company, T/A Bi-Lo Supply will charge Purchaser all cost of collection, including attorney's fees, court costs and any other expenses, to the extent permitted by law.

CREDIT INVESTIGATION AND DISCLOSURE:

Montgomery Plumbing Supply Company, T/A Bi-Lo Supply has the right to investigate Purchaser's credit and financial records, to verify Purchaser's credit references, and report Purchaser's performance on the account to credit bureaus or other interested parties.

CONTRACT SUBJECT TO APPROVAL:

This agreement is subject to the approval of Montgomery Plumbing Supply Company, T/A Bi-Lo Supply Credit Department.

CUSTOMERY COPY

FORM #SB1300

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CREDIT WITHDRAWN:

Purchaser acknowledges that credit privilege, if granted, may be withdrawn at any time at the option of Montgomery Plumbing Supply Company, T/A Supply.

MECHANICS LIEN:

If the account remains unpaid for sixty (60) days, a mechanics lien may be filed to secure payment of debt.

SIGNATURE OF PURCHASER:

Application must be signed by Purchaser and spouse. If the Purchaser is a partnership all partners and their spouses must sign the application. If the Purchaser is a corporation, all officers and their spouses must sign the application with the corporate seal affixed to the application.

SECURITY INTEREST IN MATERALS:

Purchaser hereby grants to Montgomery Plumbing Supply Company, T/A Bi-Lo Supply a purchase security interest under the Uniform Commercial Code ("UCC") on all merchandise until the purchased material has been fully paid for by the Purchaser. Purchaser agrees to sign, upon request, any Financing Statement (UUC-1) and other instrument, document, or papers and to perform all acts Montgomery Plumbing Supply Company, T/A Bi-Lo Supply/s security interest in material sold under this agreement. Purchaser agrees not to transfer, sell, or otherwise encumber said material until such time as Purchaser's performance under this agreement is completed. Purchaser is responsible for any loss or damage to the materials, until the price is fully paid.

NON-WAIVER:

No claim or remedy of Montgomery Plumbing Supply Company, T/A Bi-Lo Supply arising under this agreement may be discharged in any manner by a waiver or renunciation of any claim unless the waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Montgomery Plumbing Supply Company, T/A Bi-Lo Supply.

ASSIGNMENT:

Purchaser shall not assign any of its rights under this agreement to any Person, Firm, or Corporation without prior express consent of Montgomery Plumbing Supply Company, T/A Bi-Lo Supply.

AGENTS OF PURCHASER:

Purchaser shall be fully responsible and liable for any and all charges of materials or supplies made by persons listed on this Credit Application as persons authorized to make such charges, until such time that the Purchaser provides Montgomery Supply Company, T/A Bi-Lo Supply with written notification of the termination of any such person's authority to make charges.

CREDIT HOLD:

Montgomery Plumbing Supply Company, T/A Bi-Lo Supply reserves the right to place accounts not conforming to the agreed terms on credit hold until payment for delinquent invoices and any applicable service charges are received. Upon payment of past due balances, Montgomery Plumbing Supply Company, T/A Bi-Lo Supply reserves the right to withdraw credit privileges.

CREDIT APPLICATION:

Purchaser represents and warrants that the information provided and the statements made by Purchaser on the Credit Application attached hereto and part of this agreement are true, accurate, and complete. Purchaser acknowledges and agrees that if Montgomery Plumbing Supply Company, T/A Bi-Lo Supply in its sole and absolute discretion, agree to extend

CUSTOMER COPY

FORM #SB1300

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and continue to extend credit to Purchaser, such decisions will be in reliance on the information provided in the Credit Application.

GOVERNING LAW:

This agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania. Purchaser agrees to prosecute any claim, suit, or proceeding in the Courts of the Commonwealth of Pennsylvania or the United States District Court in which any Montgomery Plumbing Supply Company, T/A Bi-Lo Supply store is located. You hereby consent to the jurisdiction of the above stated court for any claim, action, suit, or proceeding related to this agreement.

ENTIRE AGREEMENT:

This agreement, along with its accompanying Credit Application, constitutes the entire agreement, and supersedes any and all prior agreements between Montgomery Plumbing Supply Company, T/A Bi-Lo Supply and Purchaser with regard to the Credit Account furnished to you, provided Montgomery Plumbing Company, T/A Bi-Lo Supply agrees to establish such account. The terms and conditions set forth in this application constitute a complete and exclusive statement of the agreement between Montgomery Plumbing Supply Company, T/A Bi-Lo Supply and Purchaser, heirs, executors, and assigns. Any oral agreements or understanding to the contrary shall be of no effect. The terms and conditions of this account can be modified only by written amendment signed by an authorized person at Montgomery Supply Company, T/A Bi-Lo Supply and Purchaser.

CUSTOMER COPY

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