

TROWEL TRADES SUPPLY, INC.

206 HEGEMAN AVENUE, COLCHESTER, VT 05446

TEL. 802-655-3166 800-300-2742 FAX 802-655-5841

FOR OFFICE USE ONLY

APPROVED BY _____

DATE _____

SALESMAN _____

LIMIT _____

PRICE CODE _____

CREDIT APPLICATION/ACCOUNT AGREEMENT

PLEASE FILL OUT COMPLETELY

FULL BUSINESS NAME		ACCOUNT NUMBER	
STREET ADDRESS	P. O. BOX	CITY/STATE	ZIP
PHONE	FAX		
FEDERAL ID#	DUNS NUMBER	NO. OF EMPLOYEES	COUNTY
HOME OFFICE NAME _____			
ADDRESS _____			
EMAIL _____			
NO. YEARS IN BUSINESS ____			
DO YOU PAY BY: STATEMENT ____ INVOICE ____			
I PREFER TO RECEIVE MY INVOICES/STATEMENTS VIA: EMAIL _____ FAX _____			
I REQUIRE PURCHASE ORDERS. YES ____ NO ____			
PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT: _____ _____			
DESCRIBE NATURE OF BUSINESS AND TYPE OF PRODUCTS TO BE PURCHASED			

MUST FILL IN IF PROPRIETORSHIP OR PARTNERSHIP

NAME OF PROPRIETORSHIP OR PARTNERSHIP	TITLE	EMAIL	PHONE
ADDRESS	CITY	STATE	ZIP CODE

TYPE OF ACCOUNT

CORPORATION	PROPRIETORSHIP	PARTNERSHIP
GOVERNMENT: FEDERAL	STATE	COUNTY LOCAL

HAVE YOU EVER HAD A BANKRUPTCY OR HAD A LIEN OR JUDGEMENT FILED AGAINST YOU? YES ____ NO ____

TRADE REFERENCES (IF THEY LIST YOUR ACCOUNT DIFFERENTLY PLEASE SPECIFY)

COMPANY NAME CITY STATE FAX NUMBER

COMPANY NAME CITY STATE FAX NUMBER

COMPANY NAME CITY STATE FAX NUMBER

BANK REFERENCES

SAVINGS _____ INST/ BRANCH CITY STATE
CHECKING _____
LOAN _____ ACCOUNT NUMBER OFFICER'S NAME

SUBJECT TO TERMS AND CONDITIONS AS STATED ON ATTACHED DOCUMENT
IN CONSIDERATION OF TROWEL TRADES SUPPLY, INC. GRANTING OF CREDIT, APPLICANT AND PERSONAL GUARANTOR ("CUSTOMER") HEREBY AGREE THAT ALL TRANSACTIONS MADE PURSUANT HERETO SHALL BE GOVERNED BY TROWEL TRADES SUPPLY, INC.'S STANDARD TERMS AND CONDITIONS OF SALE.

PRINT NAME OF APPLICANT PRINT TITLE OF APPLICANT SIGNATURE OF APPLICANT

DATE PHONE CONTACT

PERSONAL GUARANTEE

I HEREBY PERSONALLY GUARANTY THE PAYMENT OF THE ACCOUNT AS STATED ABOVE

PRINT NAME OF PERSONAL GUARANTY SIGNATURE OF PERSONAL GUARANTY DATE

CUSTOMER BEARS RESPONSIBILITY FOR COSTS ASSOCIATED WITH COLLECTIONS. INTEREST CHARGE OF 1-1/2% PER MONTH 18% ANNUALLY. PERCENTAGE RATE ON ACCOUNTS OVER 30 DAYS OLD.

TROWEL TRADES SUPPLY, INC. WILL NOT ASSUME LIABILITY FOR DAMAGE TO PROPERTY BEYOND THE CURBLINE.

MERCHANDISE OR PALLET RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL DELIVERY TICKET.

MERCHANDISE RETURNS WILL BE SUBJECT TO A 20% RESTOCKING CHARGE.

DAMAGED PRODUCTS SHOULD BE REPORTED TO THE DRIVER AT THE TIME OF DELIVERY.

ORDERS CANCELLED AFTER TRUCK HAS LEFT OUR YARD WILL BE SUBJECT TO A CANCELLATION FEE.

CREDITOR: TROWEL TRADES SUPPLY, INC.

DEBTOR: _____
NAME OF ACCOUNT BEING GUARANTEED

DATED: _____

PERSONAL GUARANTY OF INDEBTNESS

To induce Trowel Trades Supply, Inc. to extend credit to the above named debtor and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned and each of them (hereinafter "guarantor") jointly and severly, unconditionally guarantee and promise to pay when due to TROWEL TRADES SUPPLY, INC., its successors and assigns, on demand in lawful money of the United States of America any and all obligations of debtor to TROWEL TRADES SUPPLY, INC.

1. Guarantor(s) hereinafter "guarantor" guarantees prompt repayment when due of all amounts advanced in the past or to be advanced in the future by the creditor or debtor for use in debtor's conduct in the business described above. If debtor defaults in the payment of any such indebtedness, guarantor will pay to creditor or its order on demand, the amount due. Guarantor shall also pay to creditor or its order on demand reasonable attorney's fees and all costs and other expenses incurred by it in collection compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor.
2. This is the continuing guaranty. Notice of acceptance is waved. It shall remain in full force until guarantor delivers to creditor written notice revoking it as to indebtedness incurred subsequent to such delivery. Notice of revocation must be sent by Certified Mail, Return Receipt Requested, addressed to Trowel Trades Supply, Inc., Fort Ethan Allen, 206 Hegeman Avenue, Colchester VT 05446 or any other address that Trowel Trades Supply, Inc. may provide. Such revocation shall not affect any of the guarantor's obligations hereunder with respect to indebtedness theretofore incurred.
3. The maxim liability of guarantor under this agreement shall not be limited.
4. Without further authorization from or notice to guarantor, creditor may grant credit to debtor from time to time. With or without notice to guarantor, creditor may alter, compromise, accelerate, extend, or change the time or manner of payment of any indebtedness, increase or reduce the rate of interest thereon, or add or release any one or more other guarantors. No exercise or non-exercise by creditor by creditor of any right hereby given to it, no dealing by creditor with debtor or any other guarantor, and no change, impairment, or suspension of any right or remedy of creditor shall in any way affect any recourse against creditor.
5. If legal action is taken to enforce this guaranty or any provision hereof, such action may be maintained alone, or joined with any action or other proceeding against debtor or any other guarantor of debtor's obligations to creditor. Prior action or suit against debtor, whether alone or jointly with other guarantors, shall not be prerequisite to creditor's right to proceed hereunder in case of debtor's

default. The rights of creditor are cumulative and shall not be exhausted by its exercise of any rights hereunder or otherwise against guarantor or by any number of successive actions until and unless all indebtedness hereby guaranteed has been paid.

6. With or without notice to guarantor, creditor, in its sole discretion may apply all payments from debtor, from guarantor, or from any other guarantor under this or any other instrument, or realized from any other security, in such manner and order or priority as creditor sees fit, to any obligation of debtor, whether or not such obligation is due at the time of such application.

7. Until all indebtedness hereby guaranteed has been paid in full, guarantor should not have any right of subrogation unless expressly granted in writing by creditor.

8. All existing or future indebtedness of debtor to guarantor is subordinated to all indebtedness hereby guaranteed. Without prior written consent of creditor, no such indebtedness shall be paid in whole or in part as long as there exists any outstanding indebtedness guaranteed hereby.

9. Should any one or more provisions of the guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. This agreement shall inure to the benefit of the creditor, its successors and assigns. It shall be binding on guarantor and guarantor's legal representatives including successors and assigns.

11. IN WITNESS WHEREOF, guarantor has executed this guaranty the day and year first written above.

WITNESS AS TO GUARANTOR #1

GUARANTOR #1

WITNESS AS TO GUARANTOR #2

GUARANTOR #2

WITNESS AS TO GUARANTOR #3

GUARANTOR #3

WITNESS AS TO GUARANTOR #4

GUARANTOR #4

TERMS AND CONDITIONS OF SALE

- PAYMENT TERMS:** Net 30 days from the date of invoice. Customer agrees to pay all costs incurred by Trowel Trades Supply in collecting delinquent amounts, if any, including reasonable attorney's fees.
- FREIGHT:** All sales are F.O.B. Destination not including \$25.00 per load Fuel Surcharge (enacted 10/01/2005). Unless otherwise noted, all sales include unloading of materials by our equipment. Additional charges may apply for expedited shipments, special handling requirements, and orders below certain dollar amounts.
- CREDIT:** All orders sold on credit are subject to Credit Department approval.
- RETURN POLICY:** Products must be in saleable condition to qualify for return. Saleable condition is defined as those unused items in original packaging and in unbroken quantities. All returns are subject to Trowel Trades Supply inspection and acceptance, and a 20% restocking charge. Proof of purchase is required for all returned materials. Special order items and discontinued items are not eligible for return credit. Dated materials are not returnable 30 days beyond date of invoice.
- ACCEPTANCE OF ORDER:** Acceptance is limited to the express terms contained herein, and terms are subject to change by Trowel Trades Supply with reasonable notice to Customer. Additional or different terms proposed by Customer are deemed material and are objected to and are rejected, but such rejection shall not operate as a rejection of the offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.
- CONSENT TO JURISDICTION:** All transactions made pursuant hereto shall be deemed to have been made and entered into Colchester, Vermont. Any and all disputes arising directly or indirectly from such transactions shall be resolved in the county of Chittenden, State of Vermont, to the exclusion of any other court, and any transactions shall be governed by and construed in accordance with the laws of the State of Vermont.
- INDEMNIFICATION:** Customer hereby agrees to indemnify Trowel Trades Supply for any costs, including attorney's fees, incurred by Trowel Trades Supply as a result, in whole or in part, of any violation by Customer or any Federal, State, or Local statute or regulation, or of any nationally accepted standard. It shall be the Customer's sole responsibility to comply with all applicable laws and regulations regarding to the handling, use, transportation, or disposal of products upon taking possession of the same.

AUTHORIZATION AND RELEASE

I hereby authorize Trowel Trades Supply, Inc. and its agents and employees, to request information from the Trade References listed hereon. I also authorize Trowel Trades Supply, Inc., its agents and employees to request a credit report(s) from a credit reporting agency(s). I further authorize those persons and entities so contacted to disclose information to Trowel Trades Supply, Inc., its employees and agents, and agree to hold said credit reporting agencies, Trade References and agents and employees of Trowel Trades Supply, Inc. harmless from liability incurred as a result of those disclosures. This release and authorization further authorizes Trowel Trades Supply, Inc., its employees and agents, to obtain continuing credit reports with connection to this extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, taking collection action on the account, or other legitimate purposes associated with the account.

A copy of this Release and Authorization shall be as effective as the original.

CREDIT APPLICANT'S NAME PRINTED

CREDIT APPLICANT'S SIGNATURE

DATE