



Pittman Plumbing Supply
 1145 Lemay Dr.
 Carrollton TX 75007
 972-242-7900
 972-242-7910 fax
 www.pittmanplumbingsupply.com



P&G South
 4529 Gold Rd.
 Dallas TX 75237
 214-330-0336
 214-339-8915 fax
 www.pandsouth.com

CONFIDENTIAL CREDIT APPLICATION

Name of Business: _____ Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____ Website: _____

Primary Contact: _____ Title: _____ Email: _____

Accounts Payable Contact: _____ Phone: _____ Email: _____

Amount of Credit Requested: \$ _____ Your Annual Sales: \$ _____ No. of Employees: _____

How Would you prefer your invoices?

Fax Daily Fax: _____

Email Daily Email: _____

Are purchase orders required? Yes No

Do you accept back orders? Yes No

Exempt from Sales Tax Yes No
 (If Exempt, must attach copy of the exempt certification.)

Employer Identification Number: _____

Type of Business: Proprietorship LLC LLP
 Corporation Partnership Other

Year Business was started: _____

Have you ever been in business under another Name? Yes No

If Yes, what Name? _____

Have you ever been bankrupt, surrendered collateral, had or have any judgment, liens or other legal proceedings against you? Yes No
 (If yes, Please attach details with this application.)

Business Type:
 (Please check all that apply)

- Plumbing
- Contractor
- Manufacturer
- Mechanical
- Heating
- General Contractor
- Municipality / Govt.
- Other _____
 (Please Specify)

Pittman Plumbing Supply / P&G Plumbing South
CONFIDENTIAL CREDIT APPLICATION

Name(s) of Owner(s) or Partner(s):	Title:	Home Address:	State:	Zip:

Bank Reference:

Name: _____ Phone: _____ Contact: _____
Address: _____ State: _____ Zip: _____ Account Number: _____

Trade References:

Name: _____ Phone: _____ Fax: _____
Address: _____ State: _____ Zip: _____

Name: _____ Phone: _____ Fax: _____
Address: _____ State: _____ Zip: _____

Name: _____ Phone: _____ Fax: _____
Address: _____ State: _____ Zip: _____

Officer's or Owner's Name (Print): _____

Signature: _____ Title: _____ Date: _____

CUSTOMER ACCOUNT TERMS AND CONDITIONS

Applicant (Buyer) certifies that all information submitted herein is true and correct and is provided to request commercial credit from Pittman Plumbing Supply, Inc and/or P&G Plumbing Supply South, Inc., (Seller). Buyer agrees to the herein stated Terms and Conditions and the Terms and Conditions (together referred to as "Terms") on the Sellers Invoices and Delivery Tickets. These Terms and Conditions represent the complete agreement between Buyer and Seller.

Buyer is able to pay within Sellers standard published payment terms. All payments will be rendered according to the Terms and Conditions of Sale herein made a part of this agreement. Past due amounts are subject to a service charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is less. If Buyer is in default, Buyer agrees to pay all cost incurred in the collection of funds owed to Seller. Buyer agrees to submit to the exclusive jurisdiction of the courts of the State of Texas and agrees that this agreement is performable in Denton County, Texas.

Buyer agrees that all funds owed to or received by Buyer from anyone, resulting from the materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees to promptly account for and pay to Seller all such Trust Funds. Buyer irrevocably assigns to Seller its accounts receivable from anyone to the extent that sums are justly due from Buyer to Seller under this agreement.

Buyer agrees that any claims that charges reflected on invoices or statements are inaccurate are WAIVED if the charges are not contested within 60 days of the receipt of such statement or invoice. Buyer agrees to pay a reasonable storage fee if materials are stored on Sellers premises for more than 60 days.

Buyer agrees that Seller shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by reasons beyond Seller's reasonable control and occurring without its fault or negligence, including without limitations, failure of manufacturers, vendors, suppliers, subcontractors and carriers, or party to substantially meet its performance obligations under this Agreement.

Buyer will notify Seller immediately by Certified Mail of any changes in the Buyer's legal entity, legal name or legal status, principal place of business, principals and/or owner, or Buyers interest in any sole proprietorships, partnerships, or corporations, which purchase materials from Seller, as well as any employees who are terminated and no longer authorized to purchase on the account.

Buyer agrees that any extension of credit availability to Buyer and the amount and the terms of such credit availability are at the sole absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit available to the Buyer at any time with or without notice and to change any of the terms and conditions thereof upon notice to the Buyer. Buyer agrees that all subsequent transactions would be governed by such modified terms.

Buyer certifies the information provided is true and correct and signor is authorized to execute documents and agreements required to establish a commercial credit account on behalf of Buyer. If Buyer is a corporation, partnership, LLC or other business entity, the signor affirmatively states that the signor is authorized to sign on behalf of said corporation and to obligate said corporation for any credit extended thereto, and that the corporation on whose behalf credit is extended will continue to be bound and obligated for any credit advanced to said corporation until such notice to the contrary is given in writing to the Seller. Seller has authority to verify any information provided or secure information necessary to determine credit worthiness.

If Buyer is a sole proprietorship or partnership Seller is authorized to obtain Consumer Reports on Buyer or its principals for the sole purpose of evaluating credit worthiness for a commercial credit account with Seller.

This agreement embodies the entire agreement between Buyer and Seller and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Seller and Buyer. There are no oral agreements between Seller and Buyer.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Tom Byman, Pittman Plumbing Supply, Inc 4009 Old Denton Rd #114-321, Carrollton, Texas, 75007, 972-242-7900.

PERSONAL GUARANTY

1. The undersigned (singularly or collectively, ("Guarantor") unconditionally guarantees the full and prompt payment and performance by Customer of all of its obligations, liabilities and indebtedness to PITTMAN PLUMBING SUPPLY, INC. AND/OR P&G PLUMBING SUPPLY SOUTH, INC. ("Sellers") of any kind or character, now existing or hereafter arising (the "Obligations").

2. This is an unconditional guaranty of payment, and not a guaranty of collection, and Sellers may enforce Guarantor's obligations hereunder without first pursuing, or enforcing its rights or remedies against Customer or any other obligor or enforcing or collecting any present or future collateral security for any of the Obligations.

3. Guarantor hereby waives all notices of any kind applicable to this Guaranty, and agrees that this Guaranty is an absolute present and continuing Guaranty of payment and is in no way contingent upon any actions or omissions of Sellers or upon any other action, occurrence or circumstance whatsoever other than the occurrence of an event of default or breach on the part of Customer with respect to any of the Obligations. Guarantor agrees that if, for any reason, Customer shall fail or be unable to pay or perform, punctually and fully any of the Obligations, Guarantor shall pay such Obligations to Sellers or otherwise perform such Obligations in full immediately upon demand. The obligations of Guarantor under this Guaranty are independent of the Obligations of Customer, and Guarantor agrees that one or more successive actions may be brought against any of them, as often as Sellers deems advisable, until all of the Obligations are paid and performed in full, whether or not Customer is joined in any such action. Guarantor agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or part of the Obligations is rescinded or otherwise must be restored by Sellers to Customer or to creditors of Customer upon the insolvency, bankruptcy or reorganization of Customer, all as though such.

4. Guarantor further agrees that: (a) this Guaranty shall not be impaired by any modification, waiver, release or other alteration of any of the Obligations; (b) if Customer or Guarantor should at any time become insolvent or make a general assignment for the benefit of creditors, or if any petition in bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by against or in respect of Customer or Guarantor (and, in the case of an involuntary petition or proceeding, not be dismissed within thirty (30) days of the filing thereof), all obligations of Guarantor under this Guaranty shall become due and payable without notice; (c) Guarantor waives any and all rights of subrogation, reimbursement, contribution, or similar rights which it may have as a result of paying the Obligations; and (d) nothing shall discharge or satisfy the liability of Guarantor under this Guaranty except the full payment and performance of all of its Obligations.

5. This Guaranty is a continuing guaranty of payment and performance, and it shall be binding upon Guarantor and his/her successors, heirs and assigns, and shall insure to the benefit of Sellers and its successors and assigns. This Guaranty shall be governed by the laws of the State of Texas. Guarantor consents to the exclusive jurisdiction of the courts of the State of Texas in any and all actions and proceedings arising out of or relating to this Guaranty. Further, Guarantor acknowledges that Denton County, Texas is the place where performance of this Guaranty shall occur. Therefore, Guarantor agrees that venue for any court action or proceeding arising out of or relating to this Guaranty shall be in the state courts located in Denton County, Texas. Guarantor shall pay to Sellers any attorney fees and expenses incurred by Sellers in connection with the enforcement or defense by Sellers of its rights under this Guaranty.

6. The terms of this Guaranty may be amended only by an instrument in writing signed by Sellers. This Guaranty embodies the entire agreement between the parties hereto, and supersedes all prior agreements, if any, related to the subject matter hereof.

BUSINESS NAME (Customer)

GUARANTOR/S:

Signature: _____

Date: _____

Printed Name _____

Signature: _____

Printed Name _____

Mail to: Credit Department
Pittman Plumbing Supply
4009 Old Denton Rd #114-321
Carrollton TX 75070

Fax to: 972-242-7910

Or Email To:

t.byman@pandgsouth.com

INVOICE AND DELIVERY TICKET TERMS AND CONDITIONS

It is specifically understood and agreed that these Terms of Sale and the Customer Account Terms of Sale set forth on the Customer Account Application shall constitute the entire agreement between Buyer and Seller and that all sales and/or transactions between Buyer and Seller shall be governed as stated therein. Agreement to the Terms and Conditions shall be conclusively presumed from failure of Buyer to promptly object in writing and from acceptance of any goods ordered.

All prices named, presented or proposed shall be Sellers prices in effect at the time of shipment by Seller, unless Seller has given a firm quotation in writing and Buyer has given an order and released the goods for shipment within the time period specified in the quote.

Shipments, deliveries and performance of work shall at all times be subject to the approval of the Sellers Credit Department, Fort Worth, Texas. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon Terms and Conditions satisfactory to Seller. Seller reserves the right to ship C.O.D.

It is acknowledged and agreed that a delinquency charge equal to the lesser of 18% per annum or 1.5% per month, or the maximum permitted by law, computed on the unpaid balance shall be paid on all accounts not paid in full when due.

It is further acknowledged and agreed that the sales contemplated herein bear a reasonable relationship to the State of Texas and Texas laws will govern the rights and duties of the parties herein identified. All bills, invoices charges, claims and accounts herein referenced are specifically payable in Carrollton, Denton County, Texas, where this contract is performable, in whole or in part, and where jurisdiction and venue will lie.

Risk of loss shall transfer to Buyer upon delivery of goods to common Carrier, Buyer or Buyer's agent.

Buyer warrants that it has not filed a Petition for Protection from the United States Bankruptcy Court under any title of the United States Bankruptcy Code and it has no present intention to do so.

It is further agreed that Customer will immediately notify Seller by Certified Mail if any material change occurs that reduces the means and/or ability of Buyer to pay all claims or demands against Buyer.

SELLER WILL PASS THROUGH TO CUSTOMER ANY WRITTEN OR IMPLIED WARRANTY OF THE MANUFACTURER BY DISCLAIMER THEREOF OTHERWISE SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY BEYOND THE DESCRIPTION OF THE GOODS SOLD. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR ANY LOSSES OR DAMAGES RESULTING FROM A DEFECT IN ANY PRODUCTS SOLD HEREUNDER.

Buyer agrees that neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including without limitations, failure of suppliers, subcontractors and carriers, or party to substantially meet its performance obligations under this Agreement.

Seller hereby specifically reserves and Buyer hereby grants to Seller a Security Interest in and to all goods, wares and merchandise sold and delivered to Buyer hereunder, and should Buyer default in the payment of any or all of any obligation, account, or debt created hereunder, or should any statement of warrant of Buyer be false or incorrect, or should any loss, theft, damage or destruction occur to Buyer's assets, or should Seller believe that the prospect for payment of any such indebtedness or obligation be impaired, or in the event of Buyers actual or threatened death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver, assignment for benefit of creditors, receivership, and/or bankruptcy, then, in any of such events, Seller may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies possessed by Seller. Seller may require customer to assemble the Collateral and make it available to Seller at any place to be designated by seller, which is reasonably convenient to both parties. Seller will give Buyer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Buyer shown at the beginning of this agreement at least five (5) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include Seller's reasonable attorney's fees and legal expenses. No waiver by Seller of any default shall operate as a waiver of any other default; and the terms of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Buyer will execute all documents necessary for Seller to have a perfected security interest in said inventory.

Merchandise may be returned for Credit only with the approval of Seller. All merchandise approved for return must be in suitable condition and packaged in accordance with the company standards for stock merchandise. Special order merchandise may be returned only with prior approval of the Seller. Buyer credit will be issued subject to the manufacturer's acceptance, terms and issuance of credit to Seller. All stock merchandise returned for credit will be subject to a minimum restocking charge of twenty-five (25) percent. All merchandise returned for credit must be accompanied with a copy of the original invoice and a completed Material Return Authorization form.

Claims for breakage or shortages will not be allowed unless noted on delivery ticket at the time of receipt by Buyer.

These Terms and Conditions are a part of the Customer Confidential Application and are an addendum thereof