CREDIT APPLICATION AND AGREEMENT

Garth O Green Enterprises Inc.
doing business as SouthWest Plumbing Supply, Southwest Sprinkler Supply and Cooling Heating Supply
506 North 200 West, Cedar City, Utah 84721 | Phone 435-586-8319 | Fax 435-586-6466 | ar@swplumb.com

How to apply. Complete pages 1 and 2. An owner or officer signs the Terms and Conditions on page 3. Corporations and LLCs must also have the Personal Guaranty on page 4 signed by an owner or officer. Return the application to any branch or email it to ar@swplumb.com. Please allow 3 to 5 business days for review; purchases before approval are cash or card.

Return with this application: ☐ Utah Form TC-721 if you are tax exempt ☐ Copy of your contractor license
☐ Most recent financial statement if you are requesting a limit above $25,000

1. ACCOUNT REQUEST

Date	Home branch (check one)
	☐ Cedar City Plumbing ☐ Cedar City Sprinkler ☐ Cedar City HVAC ☐ Price ☐ Ephraim ☐ Springville ☐ Orem ☐ American Fork ☐ Page ☐ Mesquite

Credit limit requested	Estimated monthly purchases	Have you had an account with SouthWest Plumbing Supply, Southwest Sprinkler Supply, Cooling Heating Supply or BJ Plumbing Supply?
$	$	☐ No ☐ Yes Account # or name:

2. BUSINESS INFORMATION

Legal business name (as registered with the state)	Trade name or DBA (if different)
Billing address	City, State, ZIP
Physical or shipping address (if different)	City, State, ZIP

Business phone	Fax	Website	Email for general notices

Type of entity	State of organization
☐ Sole proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Government or municipal ☐ Nonprofit ☐ Other: _____	

Federal EIN	Utah sales tax account #	Tax exempt or resale?	Number of employees
		☐ No ☐ Yes (attach TC-721)	

Contractor license #	License state	License classification	Years in business

In the past 7 years, has the business or any owner filed bankruptcy, or had a judgment, tax lien or unpaid lien claim? If yes, explain.
☐ No ☐ Yes:

3. CONTACTS AND HOW YOU WANT TO BE BILLED

Accounts payable contact	AP phone	AP email (invoices and statements go here)
Purchasing contact	**Purchasing phone**	**Purchasing email**

Send invoices and statements by	Purchase order number required on every order?	Job name required on every invoice?
☐ Email ☐ Mail	☐ No ☐ Yes	☐ No ☐ Yes

Who may charge to this account?
☐ Any employee or agent of our company ☐ Only the following people (names):

4. TYPE OF WORK (CHECK ALL THAT APPLY)

Plumbing	☐ New construction ☐ Service and repair ☐ Commercial and industrial ☐ Boiler and hydronics ☐ Gas pipe and fire sprinkler
HVAC/R	☐ New construction ☐ Service ☐ Commercial and industrial ☐ Fireplace ☐ Evaporative cooler
Irrigation and landscape	☐ New construction ☐ Service and repair ☐ Turf and golf course ☐ Agriculture and farm ☐ Landscape maintenance
Waterworks and other	☐ Residential site work ☐ Commercial site work ☐ Municipal pipeline ☐ General contractor or builder ☐ Property management or facilities

Primary line of work	Other (describe)

5. OWNERS, OFFICERS OR MEMBERS (ATTACH A LIST IF MORE THAN THREE)

Full name	Title	% owned	Phone	Email

6. TRADE REFERENCES (THREE SUPPLIERS YOU BUY FROM ON OPEN ACCOUNT)

Supplier	Contact	Phone	Email or fax	Your account #
1.				
2.				
3.				

7. BANK REFERENCE

Bank	Branch or city	Account officer	Phone	Accounts held
				☐ Checking ☐ Loan or line of credit

By listing references, Applicant authorizes each reference and bank to release account and payment history to Seller.

TERMS AND CONDITIONS OF CREDIT

Applicant (legal business name): _____

1. Parties and scope. "Seller" means Garth O Green Enterprises Inc. and each of its divisions, trade names and branches, including SouthWest Plumbing Supply, Southwest Sprinkler Supply and Cooling Heating Supply. "Applicant" means the business named on page 1. This agreement covers every purchase Applicant makes from any Seller branch or division, now or in the future, until Seller receives written notice ending it, and it continues to apply to any balance unpaid at that time.

2. Accuracy, authority and changes. Applicant certifies that the information in this application is true and complete. The person signing for Applicant certifies that he or she is authorized to bind Applicant. Applicant will notify Seller in writing within 10 days of any change in its legal name, ownership, entity type, address, or any change in financial condition that materially affects its ability to pay. Until Seller receives that notice, Applicant remains responsible for all purchases on the account, including purchases by a successor or new owner.

3. Credit investigation. Applicant authorizes Seller to obtain business credit reports on Applicant, to contact the references and bank listed in this application, and to verify any information in it, now and at any time while any balance remains open. Each owner, officer or guarantor who signs this application authorizes Seller to obtain consumer credit reports on him or her for the purpose of evaluating, extending, reviewing or collecting credit under this agreement.

4. Terms of payment and finance charge. Unless Seller agrees otherwise in writing, invoices are due on the 10th day of the month following the month of purchase (net 10th). Any balance unpaid after the last day of that month is past due. Past-due balances accrue a finance charge of 2% per month (an annual rate of 24%), or the highest rate permitted by law if that is less, until paid in full. Seller may apply payments to any open invoice unless the payment identifies the invoices it covers. Seller may refuse or return a partial payment marked as payment in full without waiving any rights.

5. Credit limit and changes. Seller may set, reduce, suspend or cancel Applicant's credit limit or terms at any time, with or without notice, and may require payment in advance or on delivery. Approval of credit does not obligate Seller to sell on credit for any particular purchase. Seller may require current financial statements as a condition of extending or continuing credit.

6. Returned payments. For any check or electronic payment returned unpaid for any reason, Applicant will pay the maximum service charge permitted by law plus any bank fees Seller incurs, and Seller may require future payments by certified funds.

7. Collection costs. If any balance is past due and Seller refers the account to an attorney or collection agency, or files a claim in any court, arbitration, probate, receivership or bankruptcy proceeding, Applicant will pay all costs of collection, including reasonable attorney fees, collection agency fees, court costs, title and lien search fees, and the costs of preparing, recording and enforcing lien and bond claims, whether or not a lawsuit is filed and including on appeal.

8. Purchases on the account. Applicant is responsible for every purchase charged to its account by its owners, employees, agents, or anyone Applicant permits to use the account, whether made in person, by phone, by email or online, unless Applicant has limited authorized purchasers in writing on page 1 or by later written notice received by Seller before the purchase. If Applicant elects to require a purchase order number or job name, Seller will record what the purchaser provides, but a missing or incorrect purchase order number or job name does not relieve Applicant of payment for goods it received.

9. Delivery, claims and returns. Title and risk of loss pass to Applicant when goods are delivered to Applicant, its carrier, or the job site Applicant designates. Applicant must report shortages, damage or errors within 5 business days after delivery. Returns require Seller's prior approval, must be in new and resalable condition with the original invoice, and may be subject to a restocking charge. Special-order, cut, custom and discontinued items are not returnable. Seller passes through the manufacturer's warranty on the goods it sells. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LABOR, DELAY OR LOST PROFITS.**

10. Statements and disputes. Seller sends statements monthly to the AP contact on page 1. Applicant must notify Seller in writing of any disputed charge within 30 days after the statement date; otherwise the statement is deemed correct, except for Seller's clerical errors. A dispute about one invoice does not excuse payment of the others.

11. Security interest, lien and bond rights. To secure payment, Applicant grants Seller a purchase money security interest in all goods Seller sells to Applicant, and in their proceeds, until they are paid for in full, and authorizes Seller to file financing statements to perfect that interest. Applicant acknowledges that Seller may, as a routine business practice, file preliminary notices with the Utah State Construction Registry and comparable notices in other states, and may give notice to project owners, lenders and sureties, to preserve its lien and bond rights on projects supplied from this account. These filings are not a reflection on Applicant's credit. On request, Applicant will promptly provide the project name, address, owner and general contractor for any job supplied on the account.

12. Taxes. Prices do not include sales, use or similar taxes. Seller will charge tax unless a valid exemption or resale certificate (Utah Form TC-721 or the equivalent form for another state) is on file before the sale. Applicant is responsible for any tax, penalty or interest later assessed on purchases it claimed as exempt.

13. Governing law and venue. Utah law governs this agreement. Any lawsuit about the account or this agreement will be brought in the state courts located in Iron County, Utah, or in the United States District Court for the District of Utah, and Applicant consents to personal jurisdiction and venue there. This section does not limit Seller's right to record or enforce a lien or bond claim where the project is located.

14. General. If more than one person or entity signs as Applicant, each is jointly and severally liable. Seller's delay or failure to enforce any term is not a waiver. If any term is unenforceable, the rest remain in effect. Signatures delivered by fax, scan or electronic signature are binding as originals. This agreement, together with Seller's invoices and any written credit terms Seller issues, is the complete agreement about the account and controls over any conflicting terms in Applicant's purchase orders or other documents.

Notices required by federal law. 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, DC 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 Garth O Green Enterprises Inc., Credit Department, 506 North 200 West, Cedar City, Utah 84721, 435-586-8319, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

APPLICANT SIGNATURE (AN OWNER OR OFFICER MUST SIGN)

I have read and agree to the Terms and Conditions of Credit above. I certify that the information in this application is true and complete, that I am authorized to sign for Applicant, and that Applicant will pay for all purchases on the account according to these terms.

Signature	Printed name	Title	Date
Signature	Printed name	Title	Date

FOR OFFICE USE ONLY

Account #	Eclipse ID	Home branch	Salesperson	Terms code	Credit limit approved
					$

Checks completed	Approved by (signature)	Date
☐ Business credit report ☐ Guarantor credit report ☐ Trade references ☐ Bank reference ☐ License verified ☐ TC-721 on file ☐ Guaranty on file		

Decision

☐ Approved as requested ☐ Approved at a lower limit ☐ Cash or card only

☐ Declined (send adverse action notice within 30 days) Notes:

PERSONAL GUARANTY

Required for corporations and LLCs. Recommended for all applicants. Each Guarantor signs individually, not as an officer of Applicant.

Applicant (legal business name exactly as shown on page 1)

To induce Garth O Green Enterprises Inc. and its divisions, including SouthWest Plumbing Supply, Southwest Sprinkler Supply and Cooling Heating Supply ("Seller"), to extend or continue credit to the Applicant named above, each undersigned Guarantor personally, absolutely and unconditionally guarantees to Seller the full and prompt payment of every amount Applicant now owes or later owes Seller on any account, including finance charges, returned-payment charges, and all costs of collection and reasonable attorney fees. This is a guaranty of payment, not of collection: Seller may demand payment from Guarantor without first pursuing Applicant, any other guarantor, or any security.

This is a continuing guaranty. It covers all present and future credit Seller extends to Applicant and remains in effect until Seller receives Guarantor's written notice of revocation at the address on page 1. Revocation does not release Guarantor from amounts owed, or from goods Seller ships, before Seller receives the notice. Guarantor waives notice of acceptance of this guaranty, presentment, demand, protest, notice of nonpayment, notice of default and all other notices. Seller may, without notice to Guarantor and without releasing Guarantor, extend time for payment, change Applicant's credit limit or terms, accept partial payments, release or compromise claims against Applicant or any other guarantor, and release or fail to perfect any security. If more than one Guarantor signs, each is jointly and severally liable for the whole amount.

Guarantor authorizes Seller to obtain consumer and business credit reports on Guarantor now and at any time while this guaranty remains in effect, and to share account information with credit reporting agencies. This guaranty binds Guarantor's heirs, estate and personal representatives and benefits Seller's successors and assigns. Utah law governs this guaranty, and Guarantor consents to the jurisdiction and venue stated in Section 13 of the Terms and Conditions of Credit. Guarantor acknowledges reading this guaranty, signing it in an individual capacity, and receiving a copy.

Guarantor 1

Full legal name (print)	Home address	City, State, ZIP	
Home or cell phone	Date of birth	Social Security number (for credit report only)	Driver license # and state
Signature (individually)	Date	Email	

Guarantor 2

Full legal name (print)	Home address	City, State, ZIP	
Home or cell phone	Date of birth	Social Security number (for credit report only)	Driver license # and state
Signature (individually)	Date	Email	

Guarantor 3

Full legal name (print)	Home address	City, State, ZIP	
Home or cell phone	Date of birth	Social Security number (for credit report only)	Driver license # and state
Signature (individually)	Date	Email	

Your Social Security number is used only to obtain credit reports and is kept confidential. If you prefer not to write it here, you may give it to our credit department by phone at 435-586-8319 after you return the application.