

A Family of Companies

Wholesale

Plumbing Supply Co., Inc.
Corporate Headquarters
2080 Exchange Drive
St. Charles, MO 63303
(636) 916-4430
Fax (636) 916-0772

Capital

Supply Company Co., Inc.
1313 Sainte Genevieve Ave.
Farmington, MO 63640
(573) 756-5735
Fax (573) 756-5867

Strubberg

Plumbing & Electrical
A Capital Supply Company
20 Hi-Line Drive
Union, MO 63084
(636) 583-2665
Fax (636) 583-4790

hereinafter referred to as "Companies"

SALES AGREEMENT, CREDIT APPLICATION, AND COMPANY/INDIVIDUAL PERSONAL GUARANTEE

Please answer all questions:

Company Name (Customer) _____ Date: _____

Street Address _____ City _____ State _____ Zip Code _____

P.O. Box _____ Telephone No. (____) _____ Fax No. (____) _____

President _____
(Name) (Address)

Vice-President _____
(Name) (Address)

Secretary _____
(Name) (Address)

Treasurer _____
(Name) (Address)

This Company is a _____ Corporation or _____ Partnership or _____ Proprietorship or _____ LLC
_____ Check here if formed within the last twelve (12) months.

The exact corporate, LLC or partnership name is _____

Is this a tax exempt account? _____ If so, please attach the tax-exempt letter.

Federal Tax Identification No. _____

Bank Name _____

Bank Officer Contact or Department _____ Account No. _____

Application will not be processed unless fully completed

METHOD OF AUTHORIZING PURCHASES

Please indicate below your preferred method(s) for authorizing purchases on your account (when approved).

_____ Purchase order requested on all purchases

_____ Open purchase order

Name of Contact _____ Phone number _____

Please indicate your preferred method of receiving your invoices

_____ By Mail _____ By Fax _____ By E-mail

Accounts Payable Contact _____ Email Address _____

Telephone: _____ Fax: _____

Customers and/or Individual Guarantors applicants signatures attest financial responsibility, ability and willingness to pay Companies invoices in accordance with the following terms: **Net 30 days.**

The information provided in this Sales Agreement, Credit Application, and Company/Customer/Individual Personal Guarantee herein is for one of its purposes of obtaining credit and is warranted to be true. I/We hereby AUTHORIZE the Companies to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility. The undersigned agrees that the information on this credit application is true to the best of their knowledge and authorizes their bank(s) and credit references to release information to Companies for a credit investigation. This may include credit bureaus and other investigation agencies.

Company/Customer

By _____
(signature, title and date)

By _____
(signature, title and date)

Notice to Owner

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a MECHANIC'S LIEN on the property which is the subject of this contract pursuant to Chapter 429, RSMo. To avoid this result you may ask this contractor for "LIEN WAIVERS" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

Type of Business	Estimated Annual Sales	Date Business Started
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Former Business	Location
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Own or Rent Building - If rent from who?	Value	Real Estate Mortgage
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Present Credit and/or Trade References:

Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Fax: _____ Email: _____

Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Fax: _____ Email: _____

Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Fax: _____ Email: _____

1. Companies' terms of payment on open account are net due within 30 days of date of invoice.
2. Any accounts which have a past due balance will be placed on credit hold or on cash on delivery.
3. Any amount owed by the Company/customer past the 30th day of the date of invoice will be considered past due and the customer agrees to pay a service charge of 1-1/2% per month annual 18% on any past due amount. Additionally, in the event it becomes necessary for Companies to employ an attorney to begin collection proceedings and to bring suit for the recovery for any sum due, attorney's fees, expert's fees and other expenses of collection or litigation whether or not suit is filed, so incurred by Companies shall be paid by customer, Individual Personal Guarantor, which obligation on part of customer/Personal Individual Guarantor shall be enforceable regardless of whether the action is prosecuted to judgment. These additional charges plus the principal debt are the responsibility of customer and each individual(s) personal guarantor, jointly and severally.
4. The customer and personal guarantors agrees to pay according to the above and below terms of payment.

JOINT PERSONAL GUARANTY

Date _____ 20 _____

We, _____ and _____, his wife/her husband residing at _____ for and in consideration of your extending credit and other good and valuable consideration, the receipt and sufficiency of which is received for and acknowledged, by and to

(name of company)

(hereinafter referred to as the "Company", of which _____
(YOUR NAME)

is _____
TITLE

hereby personally guarantee to you, the companies ("Companies') the payment at Wholesale Plumbing Supply Company, Inc., Capital Supply Company, Inc., or Capital Supply d/b/a Strubberg Plumbing & Electrical in the State of Missouri or any obligation of the Customer and we hereby agreed to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Customer shall fail to pay the same. It is understood that this guaranty and indemnity is for such indebtedness of the Customer. We do hereby waive notice of default, non-payment and notices thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

It is mutually agreed by and between Companies and Customer(s) (parties) that all parties waive the right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other. This refers to any matter arising out of this Sales Agreement, Credit Application, and Company/Individual/Personal Guarantee, including but not limited to, any measure of damages. The parties herein further agree that any court action brought by any of the parties herein will be brought and heard in St. Charles County Circuit Court, State of Missouri. All legal matters will be decided in accordance with Missouri law.

Signature _____ Date _____

Signature _____ Date _____

Witness _____

Address _____

City _____ State _____