

**CONTRACTORS SUPPLY INC.
AND
CONTRACTORS SUPPLY RENTAL CORP.**

Have you applied for credit with us before? yes no Date: _____

If yes, under what name/s _____

Firm name: _____ Phone: _____

DBA: _____ Fax: _____

Mailing Address: _____ Website: _____

Physical address: _____

City: _____ State: _____ Zip: _____

Type of business (see attached): _____

Date Started: _____ Number of Employees: _____ Annual Sales: _____

Please check one: Individual Proprietor Partnership Corporation LLC (Limited Liability Corp.)

Corporate Federal Tax ID #: _____ Tax exempt #: _____ (include Copy)

Debtor (individual signing contract): _____ Title: _____

Debtor's social Security # (for partnership or individual proprietor): _____

Estimated Monthly Purchases: \$ _____ Purchase Order Required? yes* no

*Absence of a PO Number shall not constitute grounds for nonpayment of charges for material received by customer.

Purchasing Contact: _____ Email: _____

Accounts Payable Contact: _____ Email: _____

Preference for receiving invoices: Email Fax Mail

Bonding References:

Company Name: _____ Telephone: _____

Address: _____ Bonding No. _____

_____ Bonding Limit: _____

Banking References:

Bank Name: _____ Telephone: _____

Address: _____ Account No: _____

_____ Contact: _____

Names of Principal Owners or Officers:

- | | |
|----------------|------------------|
| 1) Name: _____ | SSN: _____ |
| Title: _____ | Telephone: _____ |
| Address: _____ | Email: _____ |
| _____ | |
| 2) Name: _____ | SSN: _____ |
| Title: _____ | Telephone: _____ |
| Address: _____ | Email: _____ |
| _____ | |
| 3) Name: _____ | SSN: _____ |
| Title: _____ | Telephone: _____ |
| Address: _____ | Email: _____ |
| _____ | |

Trade References:

- | | |
|----------------|------------------|
| 1) Name: _____ | Contact: _____ |
| Address: _____ | Telephone: _____ |
| _____ | Email: _____ |
| | Fax: _____ |
| 2) Name: _____ | Contact: _____ |
| Address: _____ | Telephone: _____ |
| _____ | Email: _____ |
| | Fax: _____ |
| 3) Name: _____ | Contact: _____ |
| Address: _____ | Telephone: _____ |
| _____ | Email: _____ |
| | Fax: _____ |

All information on this form is for the purpose of obtaining credit, and is warranted to be true. I/We hereby authorize Contractors Supply Inc. and Contractors Supply Rental Corp., to whom this application is made, to investigate the references listed pertaining to my/our credit and financial responsibility. Further, I/We recognize Contractors Supply Inc. and Contractors Supply Rental Corp. can seek credit and financial information from other sources than enclosed herein. References to Contractors Supply Inc. and Contractors Supply Rental Corp. shall be deemed to include their subsidiaries and other affiliates, and to its and their successors and assigns.

Acknowledgement:

Firm Name: _____ Date: _____
By (Please Print): _____ Title: _____
By (Signature): _____ Title: _____

**Contractors Supply Inc. and Contractors Supply Rental Corp. ("CSI")
Terms and Conditions**

By signing below, the Customer, by its duly authorized representative, agrees that these Terms and Conditions represent the full agreement between the parties, supersede all prior agreements, written or oral, and may only be modified by a written agreement executed by the Customer and a duly authorized officer of Contractors Supply, and that any term in the Customer's purchase order or any other documents presented by Customer to CSI which attempts to modify or add terms and conditions to these Terms and Conditions shall be void and of no force and effect.

1. Terms of sales are NET 30 DAYS UNLESS otherwise stated upon our invoice. All past due invoices are subject to interest at a rate of 1.5% per month, which is an annual rate of 18%. If CSI takes legal action to recover any amounts due, Customer shall be responsible for reimbursing CSI for its costs of enforcement, including reasonable attorneys' fees. CSI reserves the right to modify these credit terms, and to require an amount up to the entire purchase price of an order be presented with the order before accepting the order. Title to products does not pass until paid in full.

2. Prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Customer.

3. Prices are FOB CSI's facility. Customer shall be responsible for all freight and insurance; risk of loss passes to Customer upon delivery, which means acceptance of the products by Customer's carrier. If a CSI delivery vehicle is delayed more than 30 minutes on a jobsite due to circumstances within the Customer's control, the Customer shall pay CSI's waiting charge then in effect.

4. CSI will not be liable for any delay or failure in the performance of any order, or in the delivery or shipment of goods, or for any damages suffered by Customer by reason of such delay or failure, if such delay or failure is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes beyond CSI's control. All orders are accepted with the understanding that they are subject to CSI's ability to obtain the necessary products, and all orders as well as shipments applicable thereto are subject to CSI's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

5. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Reference to colors, samples and store displays are approximations and normal tolerances in specifications shall not be grounds to reject a delivery.

6. CSI is a distributor and not a manufacturer of the products being sold to Customer. Consequently, CSI MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER'S SOLE REMEDY AND CSI'S SOLE OBLIGATION IS TO ASSIGN TO CUSTOMER ANY RIGHTS WHICH CSI MAY HAVE UNDER ANY MANUFACTURER'S WARRANTY. CSI SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE SALE AND/OR USE OF THE PRODUCTS OR FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

7. If a lease transaction is entered into, the terms of the lease agreement between Seller and Buyer shall prevail in the event of any conflict between the terms of such lease agreement and the terms set forth in this document.

8. Merchandise cannot be returned without authorization. All products must be returned within Thirty (30) days of purchase. Authorization for return of merchandise may be denied for, but not limited to: damaged material, damaged packing, outdated or nearing expiration dates, and inability to present proof of purchase. Transportation charges must be prepaid on all returned goods. Credit will be based on our count and inspection and will be subject to a restocking charge.

Firm Name: _____ Date: _____

By (Please Print): _____ Title: _____

By (Signature): _____ Title: _____

GUARANTY

The party or parties signing below (individually, a "Guarantor" and collectively, the "Guarantors") are owner(s) and/or affiliate(s) of _____ (the "Obligor"). Contractors Supply, Inc. and Contractors Supply Rental Corp. (collectively with its subsidiaries and affiliates, "CSI") is willing to extend credit to the Obligor on the condition that the Guarantor(s) enter into this Guaranty. The extension of such credit to the Obligor will be beneficial to the Guarantor(s). In order to induce CSI to extend such credit, and in consideration of the premises and for other good and valuable consideration, each Guarantor hereby jointly and severally agrees as follows: Each Guarantor for such Guarantor and such Guarantor's successors, heirs and assigns, hereby absolutely and unconditionally guarantees the due and punctual payment in full (and not merely the collectibility) of all obligations from the Obligor to CSI (collectively, the "Obligations"), regardless of the extent to which the same is allowed as a claim in any proceeding in respect of the bankruptcy, receivership, or similar process of the Obligor. Each Guarantor shall become immediately and fully responsible for any payment of any Obligations if such payment is not made when due. Each Guarantor further agrees to pay CSI any and all costs, expenses and reasonable attorneys' fees paid or incurred by CSI in collecting or endeavoring to collect the Obligations or in enforcing or endeavoring to enforce this Guaranty. The obligations of the Guarantor(s) under this Guaranty shall be unconditional and remain in full force and effect, irrespective of any circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor (other than payment in full of all Obligations). The obligation of the Guarantor(s) to make payment in accordance with the terms of this Guaranty shall not be impaired, modified or limited in any manner whatsoever by: (i) any impairment, modification or limitation of the liability of any Obligor or its estate in bankruptcy or reorganization resulting from the operation of any provision of the Federal Bankruptcy Code or other statute or from the decision of any court or (ii) any reduction, increase or other modification to any of the Obligations or any security therefor. The liability of the Guarantor(s) under this Guaranty shall be reinstated with respect to any amount paid to CSI which is thereafter required to be returned to the Obligor by reason of any bankruptcy or insolvency statute. The liability of the Guarantor(s) under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by CSI of any remedies it may have against the Obligor. No exercise or non-exercise by CSI of any of its rights hereunder or any other instrument evidencing any of the Obligations, and no change, impairment or suspension of any right or remedy of CSI shall in any way affect any of the Guarantor(s)' obligations hereunder or give any Guarantor any recourse against CSI. Each Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder and of all indulgences; and (iv) all other notices and demands otherwise required by law which guarantors may lawfully waive. All rights and remedies afforded to CSI by reason of this Guaranty, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by CSI in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by CSI unless in writing and duly executed by its authorized representative. Any such written waiver shall apply only to the particular instance specified therein. This Guaranty shall inure to the benefit of CSI, its successors and assigns, and shall be binding upon each Guarantor and such Guarantor's successors, heirs and assigns. This Guaranty shall be governed, interpreted, and construed in accordance with the internal laws of the State of Rhode Island. EACH GUARANTOR, TO THE EXTENT THAT HE, SHE OR IT MAY LAWFULLY DO SO, HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF RHODE ISLAND, AND THE FEDERAL COURTS RESIDENT THEREIN AND ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS ARISING HEREUNDER OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS HE, SHE OR IT MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS. EACH GUARANTOR HEREBY APPOINTS THE SECRETARY OF STATE OF THE STATE OF RHODE ISLAND TO ACT AS SUCH GUARANTOR'S AGENT FOR SERVICE OF PROCESS IN CONNECTION WITH ANY SUIT, ACTION OR OTHER PROCEEDING ARISING FROM THIS GUARANTY. TO THE EXTENT HE OR SHE MAY LAWFULLY DO SO, EACH SUCH GUARANTOR WAIVES HIS OR HER RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS GUARANTY

Guarantor (Please Print): _____ Guarantor (Please Print): _____

Guarantor (Signature): _____ Guarantor (Signature): _____

Contractors Supply

Contractors Supply Rental Corp.

Physical Locations:

Headquarters:

Contractors Supply Inc. & Contractors Supply Rental Corp.

3340 Pawtucket Avenue

East Providence, RI 02915

Phone: (401) 434-4300

Fax: (401) 434-6173

Website: WWW.CSI-RI.COM

Greater Boston, MA:

Contractors Supply Inc. & Contractors Supply Rental Corp.

482 Neponset Avenue

Dorchester, MA 02122

Phone: (617) 288-4300

Fax: (401) 667-3689

Website: WWW.CSI-RI.COM

South Central, CT:

Contractors Supply Inc. & Contractors Supply Rental Corp.

45 McDermott Road

North Haven, CT 01545

Phone: (203) 773-9980

Fax: (203) 773-9945

Website: WWW.CSI-RI.COM

Remittance Address:

Contractors Supply Inc. v& Contractors Supply Rental Corp.

PO Box 15086

East Providence, RI 02915

***Please send all correspondence to the PO Box.**

Contractor Classifications

Concrete Flatwork
Concrete Formwork
Concrete Decorative
Concrete General (Flatwork, Formwork and Decorative)
Concrete Precast
Concrete ICF (Insulated Concrete Form Contractor)
Ready Mix Concrete Producer
Mason
Pool Trade
Restoration, Mason, Water-proofers
Bridge Contractor
Road Contractor
Bridge & Road Contractor
Site, Utility, Landscape, Golf Courses & Cementaries
Flooring & Epoxy Contractors
Surveyors, Engineers & Architects
General Contractor & PM (Non Performing)
Resale Accounts
General Business
Drywall and Painting
Mechanical, Plumbing and Electrical
Industrial, Commercial, Property Management
Church, Hospital, & Civic Entities
University & College
Federal, State & Municipal Entities
Builders & Carpenters
Drilling Companies
Steel Erectors
Roofing Contractor
Glass & Glazers
Demo, Wrecking & Abatement

