



CENTURY

W H O L E S A L E

INSTRUCTIONS TO COMPLETE CREDIT APPLICATION
PLEASE COMPLETE THE APPLICATION IN FULL

Incomplete and/or illegible applications may be cause for rejections.

The application must be signed by owner or legally authorized officer.

Please include both personal and corporate; Names, complete address, telephone numbers, social security numbers, corporate ID number (if applicable)

Corporations and/or partnerships must include names of their officers, their respective titles, their social security numbers, and home address.

Lending and Banking institutions listed as references must include: complete name and address your account number and the name of your personal contact, with fax number.

We require a minimum of three commercial trade references. When listing the references please include the complete name, address, zip-code, fax, telephone, and your account number.

Please **sign and use** the form letter we have provided for your bank references.

The individual personal guaranty **must be signed** in the presence of a public notary. Please fill in all information as set forth.

Thank you.

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**INSTRUCCIONES PARA COMPLETAR LA APLICACION DE CREDITO
POR FAVOR CONTESTE TODAS LAS PREGUNTAS**

Aplicaciones incompletas o que no se puedan leer pueden ser rechazadas.

La aplicación debe estar firmada por el dueño o por un oficial legalmente autorizado.

Favor incluir dirección del negocio y personal, así como números de teléfono, número del seguro social y número de identificación de la corporación.

Corporaciones o partnership deben incluir: nombres de los oficiales, sus títulos, sus números de seguro social, y direcciones personales.

La referencias de bancos e instituciones de préstamos deben incluir: nombre complete y dirección, su número de cuenta, el nombre del oficial, de su cuenta y número de fax.

Se requiere un mínimo de 3 referencias comerciales. Cuando se de una referencia favor de incluir el nombre complete, la dirección complete, el número de fax y de teléfono y su número de cuenta.

Por favor **utilicé la plantilla** que proveemos para llenar las referencias bancarias.

La garantía personal debe ser firmada y notariada.

Muchas Gracias.

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APPLICATION FOR THE ESTABLISHMENT OF AN ACCOUNT AND CREDIT TERMS

Dated: _____

For corporations:

Business Name: _____ FED ID# _____

Business Address: _____

Phone Number: (____) _____ Fax Number: (____) _____ Year Established: _____

Type of Business: _____ Tax Exempt?: [] Yes [] No

Tax Exempt Number: _____ (Please attach copy of certificate)

List of officers:

1. _____
Name Title SSN# Date of Birth

2. _____
Name Title SSN# Date of Birth

3. _____
Name Title SSN# Date of Birth

For sole owners and partnerships:

1. _____
Name Home Tel.# SSN# Date of Birth

2. _____
Name Home Tel.# SSN# Date of Birth

TERMS AND CONDITIONS OF AGREEMENT

The undersigned on behalf _____ (hereinafter referred to as "Customer") agrees that all extensions of trade credit on open account for the above referenced company are subject to the following terms and conditions.

All amounts due for labor, materials, and services furnished by **Century Plumbing Wholesale, Inc.**, including but not without limitation amounts due for sale and delivery of plumbing supplies and related construction materials and amounts due for plumbing supplies and related construction materials destroyed, lost, missing and stolen through the fault, inadvertence, misconduct or negligence of any part including the customer are due payable to **Century Plumbing Wholesale, Inc.**, at its principle place of business 901 SW 69th Ave, Miami, Florida 33144 – during regular business hours. All amounts due to **Century Plumbing Wholesale, Inc.** are payable in full on "C.O.D." cash on delivery basis unless other payment terms are agreed to in writing between the parties.

All amounts due for labor, materials and services furnished by **Century Plumbing Wholesale, Inc.**, including but not without limitation amounts due for sale and delivery of plumbing supplies and related construction materials and amounts due for plumbing supplies and related construction materials destroyed, lost, missing and stolen through the fault, inadvertence, misconduct or negligence of any party including the Customer are payable at two percent (2%) 10th net 20th (prox.) from the date of invoice. When an account becomes delinquent, **Century Plumbing Wholesale, Inc.**, reserves the right to suspend all account privileges. On or after the 25th of any month all invoices not paid by the Customer are deemed past due and become subject to a service charge of 1.5% percent per month, or the highest rate allowed by law, together with all expenses incurred in the collection of any past due amounts including a reasonable attorney's fee.

The customer shall promptly notify **Century Plumbing Wholesale, Inc.**, by certified mail of any change in the ownership of said company. Additionally, the customer warrants to **Century Plumbing Wholesale, Inc.**, that all financial information furnished for the purposes of obtaining credit is correct and complete in all respects and the customer authorizes **Century Plumbing Wholesale, Inc.**, to investigate all references listed above that pertain to the credit and financial responsibility of the company applying for credit terms.

Please be advised that the customer becomes jointly and severally liable to satisfy its obligation to **Century Plumbing Wholesale, Inc.**, pursuant to the terms and conditions of this application and agreement and expressly agrees to issue payment for all amounts due for labor, materials, and services furnished by **Century Plumbing Wholesale, Inc.**, including but without limitation for amounts due for the sale and delivery of plumbing supplies and related construction materials and amounts due for plumbing supplies and related construction materials lost, missing lost, missing and stolen through the fault, inadvertence, misconduct or negligence of any party including the Customer regardless of the enforceability of the obligation against any other person, corporation or entity including, but without limitation, general contractors, sub contractors, professional lienors, owners, owners of real property subject to the rights and responsibilities created by chapter 7.13 Florida Statutes (the Florida Construction Lien Law) or any other person, corporation and entity that may be liable for payment of amounts due for labor, materials and services furnished by **Century Plumbing Wholesale, Inc.**

Furthermore, the customer remains primarily and principally liable to satisfy its obligation to **Century Plumbing Wholesale, Inc.**, pursuant to the terms and conditions of this application and agreement and expressly agrees to issue payment for all amounts due for labor, materials and services furnished by **Century Plumbing Wholesale, Inc.**, including but without limitations, amounts due for sale and delivery of plumbing supplies and related construction materials and amounts due for plumbing supplies and related construction materials destroyed, lost, missing, and stolen through the fault, inadvertence, misconduct, or negligence of any party, including the Customer regardless of whether **Century Plumbing Wholesale, Inc.**, receives payment from any general contractor, sub contractor, professional lienor, owner of real property subject to the rights and responsibilities created by chapter 713 Florida Statutes (**The Florida Construction Lien Law**) or any other persons, corporations and/or entity that may be liable for the payment of amounts due for labor, materials, and services furnished by **Century Plumbing Wholesale, Inc.**

IMPORTANT NOTICE REGARDING THE FLORIDA CONSTRUCTION LIEN LAW

Century Plumbing Wholesale, Inc., qualifies as a "lienor" under chapter 713 of the Florida statutes and retains the right to enforce its claim for payment for amounts due for labor, materials and services against the real property upon which improvements are being constructed. Please be advised that the Florida Construction Lien Law authorizes **Century Plumbing Wholesale, Inc.**, to enforce its right to recover such amounts directly from the owners of real property upon which improvements are constructed. Any payment made directly to **Century Plumbing Wholesale, Inc.**, by an owner of real property discharges only the obligation of the real property owner to pay **Century Plumbing Wholesale, Inc.**, and in no way discharges the obligations created under this application and agreement you or your company will remain liable for the payment of any amounts due and owing to **Century Plumbing Wholesale, Inc.**, that are not included in may payments made directly to **Century Plumbing Wholesale, Inc.**, by owners of real property upon which improvements are construction the event that **Century Plumbing Wholesale, Inc** must file a lien to enforce its claim for payment for amounts due, customer shall also become responsible for payment of all costs and fees associated with the filling of such construction lien including recording fees and reasonable attorneys fees.

Principal Owner/Officer Signature: _____

Principal Owner/Officer Name: _____

Title: _____ Date: _____

To whom it may concern,

I am filling a credit application with Century Plumbing Wholesale, Inc. and I have given your institution as a financial reference.

I would greatly appreciate if, upon their request, you would give them all the usual information in these cases, such as: average balance, amount of financial facilities, if applicable, record of payments; general comments; most especially if there has been any returned items; and your overall experience with our account.

Thank you in advance for your assistance.



Signature and Printed Name of Account Holder and Credit Applicant

Personal Guaranty Agreement

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Facsimile Number: _____

Principal Owner/Officer Name: _____

The undersigned, _____ (Guarantor) with an address at _____, for and in consideration of any accommodations given to or to be given, to, continued, to other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce **Century Plumbing Wholesale, Inc.**, a Florida corporation (Supplier) with its principal place of address at, 901 SW 69th Avenue, Miami, Florida 33144, to extend credit to _____ (Customer) with its principal place of business at _____, (Guarantor) hereby unconditionally and irrevocably guaranties the full and prompt payment when due (whether as stated maturity, by acceleration, or otherwise) and prompt performance, of all indebtedness, obligations, covenants, and agreements of Supplier and Customer, whether direct or indirect, joint or several, secured or unsecured, absolute or contingent, due or becoming due including without limitation that certain indebtedness arising out of the furnishing of labor, material and/or services by Supplier to the Customer, including but without limitation indebted arising from the sale and delivery of plumbing and related construction materials and amounts due for sale and delivery of plumbing and related construction materials destroyed, lost, missing, and/or stolen through the fault or negligence of any party, pursuant to trade credit on open account extended by the Supplier to the Customer (Hereinafter called "Obligations").

- I. This guaranty is an absolute, complete, and continuing one and the Supplier need not to provide to the guarantor any notice of obligation or any extension of credit already or hereafter contracted by or extended to the Customer. The Supplier and the customer may rearrange, modify, extend and/or renew the obligations without notice to the Customer and in such even Guarantor will remain fully bound hereunder on such obligations. The guarantor hereby expressly waives presentment, demand, protest, and dishonor, on any and all forms of such obligations and notice of acceptance of this Guaranty and delivery of the same. The Supplier shall not discharge the obligations incurred hereunder by death of the Guarantor.
- II. This Guaranty creates joint and several liability with all other obligations assumed by and enforceable against any other persons, corporations or entities including, but without limitation, general contractors, subcontractors, professional lienors, the owners of real property subject to the rights and responsibilities created by the Chapter 713, Florida Statutes (*the Florida Construction Lien Law*) and any and all other persons, corporations and entities answerable for

the indebtedness incurred by the CUSTOMER. The GUARANTOR expressly waives any right to require the SUPPLIER to proceed against the CUSTOMER to proceed against any general contractor, subcontractor, professional lienor, the owner of real property subject to the rights and responsibilities created by the Chapter 713, Florida Statutes (*the Florida Construction Lien Law*) and any and all other person, corporation and entity answerable for the indebtedness incurred by the CUSTOMER pursue any other remedy in its power whatsoever. GUARANTOR waives any defense arising by reason of any disability, lack of corporate authority or power or any other defense of CUSTOMER or any other person, corporation and entity answerable for the indebtedness incurred by the CUSTOMER and shall remain liable hereon regardless of the finding of liability or non-liability of the CUSTOMER or another party entity answerable for the indebtedness incurred by the CUSTOMER including, but without limitation, general contractors, subcontractors, professional lienors, owners of real property subject to the rights and responsibilities created by the chapter 713, Florida Statutes (*the Florida Construction Lien Law*) or any other person, corporation and entity liable for the payment of amounts due for labor, materials and services furnished by Century Plumbing Wholesale, Inc. pursuant to the terms and conditions of this Guaranty.

- III. Upon the default of the CUSTOMER to pay any indebtedness due and owing to the SUPPLIER, the GUARANTOR shall immediately perform and pay any obligations unperformed by the CUSOMTER.
- IV. The GUARANTOR expressly agrees that the liability of the GUARANTOR for the performance and payment of the obligations guaranteed hereunder shall be primary and not secondary and that this Guaranty shall operate as an absolute and continuing guaranty.
- V. This Guaranty entitles the SUPPLIER to recovery all collection costs and reasonable attorney's fees incurred by the SUPPLIER in enforcing the obligations created by this Guaranty.

Guarantor Signature

Home Address _____

Home Telephone Number: _____

SSN: _____

Date of Birth _____

State of _____

County of _____

The above named individual has appeared before me and has sworn that he is the GUARANTOR of the above account

Signed and sealed before me this _____ day of _____, 20____.

(Notary Seal)

Notary Public