

*Town & Country*

INDUSTRIES

Wholesale Aluminum and Building Products

A Division of ABC Supply Co., Inc.

*T&C Metals*

Wholesale Aluminum Products

A Division of ABC Supply Co., Inc.

COMMERCIAL/RESIDENTIAL  
ACCOUNT APPLICATION

# 1. Tell us about your company

## Type of Ownership

Partnership  Corporation  Proprietorship  LLC (attach list of members)

Trade/Business Name \_\_\_\_\_  
"Buyer"

Address 1 \_\_\_\_\_  
Attach Business Card or Complete

Address 2 \_\_\_\_\_  
City State Zip

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

State Contractors License # (if applicable) \_\_\_\_\_

Have you purchased from T & C before? Where \_\_\_\_\_

Estimated Monthly Purchases \_\_\_\_\_

Year Business Started \_\_\_\_\_ Federal Tax I.D.# \_\_\_\_\_

If Tax Exempt - Attach Certificate  Attached Do You Issue a Purchase Order  Yes  No

Person to Contact Regarding Accounts Payable: \_\_\_\_\_

at Phone \_\_\_\_\_

## Owners and/or Officers Information:

Name \_\_\_\_\_ Title \_\_\_\_\_

SSN # \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ County \_\_\_\_\_

Driver's License # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

SSN # \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ County \_\_\_\_\_

Driver's License # \_\_\_\_\_

## Bank Information:

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

## Major Trade References:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Store Use Only

## TOWN & COUNTRY INDUSTRIES

Sales Associate \_\_\_\_\_

Sales # \_\_\_\_\_ Branch # \_\_\_\_\_

Other \_\_\_\_\_

## Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by T & C. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of T & C. Buyer agrees to be bound by T & C's Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes T & C to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

## 2. Sign here (acknowledges & agrees to be bound by attached terms & conditions)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

## 3. Personal guaranty

Giving us your personal guaranty will speed the process of approving your application.

### Continuing Guaranty

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to T & C, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by T & C in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by T & C's Terms and Conditions of Continuing Guaranty.

Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes T & C to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

### Guarantor

Complete Legal Name: (Circle One If Applicable) Jr. / Sr.

Name \_\_\_\_\_  
First Middle Last

Home Address \_\_\_\_\_  
City State Zip

Phone \_\_\_\_\_ SSN # \_\_\_\_\_

Complete Legal Name: (Circle One If Applicable) Jr. / Sr.

Name \_\_\_\_\_  
First Middle Last

Home Address \_\_\_\_\_  
City State Zip

Phone \_\_\_\_\_ SSN # \_\_\_\_\_

## 4. Guarantors sign here

Complete Legal Signature \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Complete Legal Signature \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

## TOWN & COUNTRY INDUSTRIES CREDIT AGREEMENT

State of Florida County of Broward

As a condition to the election of Town & Country Industries a Division of ABC Supply Co., inc. ("T & C") to extend credit to Buyer, Buyer has executed T & C's Credit Application (the "Application") and submitted the Application in Broward County, Florida, for acceptance by T & C. All purchases by Buyer from T & C are made F. O. B. T & C's Ft. Lauderdale, FL plant pursuant to T & C's Credit Application, this Credit Agreement, and T & C's Purchase Agreement. The terms and conditions of each referenced document are incorporated by reference herein. The Credit Application, Credit Agreement, and Purchase Agreement together constitute the entire agreement between T & C and Buyer and shall be collectively referred to from time to time as the Agreement.

### A. General Terms and Conditions.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping document, with or without Buyer's signature. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount interest at the rate of one and one-half percent (1 1/2%) per month on the principal balance then due. T & C reserves the right to change the amount and other terms of such charges from time to time in its sole discretion and without notice. All payments are due within terms set forth in the Purchase Agreement, invoice or other shipping document with respect to a particular order. Buyer agrees that should the interest charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against T & C for such violation shall be the application of any interest charge paid, in excess of the maximum rate allowable by law, toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).
2. Buyer agrees to pay all costs incurred by T & C with respect to collections of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action or proceeding is initiated arising out of or related to the Agreement between Buyer and T & C, and T & C prevails, Buyer shall pay T & C its actual attorney's fees and other costs incurred as a result of or in connection with such action or proceeding. To the extent state law limits the recoverability of attorney's fees, T & C shall be entitled to recover its fees up to the maximum allowed by state law.
3. T & C shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner, which T & C deems proper. T & C may apply payments first to interest charges, service charges, shipping charges, attorney's fees, or any other applicable charge or cost, in any order, before applying the remainder of any such payments toward Buyer's principal account balance.
4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from T & C and any credit extended hereunder will be used solely for business and commercial purposes.
5. The Agreement is governed by the laws of the state of Florida. Any action arising out of or related to the Agreement shall be brought, at T & C's discretion, solely (i) in courts having jurisdiction over persons residing solely in Broward County, Florida or (ii) in a court or before a panel where a proceeding between T & C and a third party is pending relating to this Agreement or the goods or services sold there under. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Agreement. The Agreement contains the full, final and exclusive statement of the agreement between T & C and Buyer, and no terms and conditions other than those stated therein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on T & C without T & C's written consent. Waiver by T & C of any term or condition of the Agreement or waiver of any breach thereof shall not be construed as a waiver of any other terms or conditions, or of any subsequent breach or of any continuing breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.
6. Buyer agrees to provide T & C with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity.

### B. Terms and Conditions of Continuing, Unconditional Guaranty.

For value received, and for the purpose of influencing T & C to extend credit or other financial accommodations, or to continue to extend credit or other financial accommodations to Buyer, each person or entity who signed the T & C Credit Application as guarantor (hereinafter "Guarantor", whether one or more) hereby unconditionally guarantees, jointly and severally, without limitation as to amount, the prompt payment when due of any and all indebtedness of Buyer to T & C, together with any late payment or interest charges that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fees paid or incurred by T & C in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, charges, costs, expenses and fees are hereinafter called the "Indebtedness".

1. No modification of the terms or extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness or for this Guaranty, no release of any person primarily or secondarily liable for the Indebtedness or under this Guaranty and no delay in enforcement of payment of the Indebtedness or of this Guaranty shall affect the liability of Guarantor hereunder. Any and all payments upon the Indebtedness made by Buyer, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness or for this Guaranty, may be applied by T & C to the items of the Indebtedness, and in such order, as T & C shall determine in its sole discretion.
2. Guarantor waives notice of acceptance of this Guaranty, notice of extension of financial accommodation to Buyer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices and conditions of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent demand, proceeding or action against Buyer. The obligations of the Guarantor shall not be affected by: (a) the failure of T & C to assert any claim or demand or to enforce any right or remedy against the Buyer or another Guarantor; (b) any extension, modification, or renewal of the terms or amount of the Indebtedness or (c) the existence of any defense to the Indebtedness or its collection other than final payment of the Indebtedness.
3. This Guaranty is a continuing guaranty and shall remain in full force and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after: (a) expiration of thirty (30) days from the day written notice by Certified or Registered Mail of revocation is received by T & C at its office first written below; and (b) all of the Indebtedness owed to T & C by Buyer shall have been fully paid (including all debits, late payment or interest charges and attorneys fees and expenses which accrue after expiration of the 30 day period).
4. If this Guaranty is executed by more than one person or entity, it shall be the joint and several obligation of each person and entity.
5. If this Guaranty is executed by a corporation or other entity, the undersigned officer of said corporation or entity represents and warrants that the corporation or entity has the power to make this Guaranty, that the execution by him or her on behalf of the corporation or entity has been duly authorized, that this Guaranty is enforceable against it in accordance with its terms, and that the making of this Guaranty is in the best interest of the Guarantor.
6. Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of Guarantor's domicile, or of any other state or of the United States of America, as against the liability obligation hereby created. Guarantor transfers and assigns to T & C an amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.
7. Guarantor further agrees to the extent that the Buyer makes a payment or payments to T & C or T & C receives any proceeds or collateral, which payment or payments, transfers or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Buyer, its estate, trustee, receiver, or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment or transfer, Buyer's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.
8. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to T & C by Guarantor. Guarantor hereby waives any right to enforce any remedy that T & C now has or may hereafter have against the Buyer. Guarantor further agrees that any and all claims of Guarantor against the Buyer shall be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorney's fees and expenses), and any other liabilities or obligations, owing to T & C by the Buyer.
9. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
10. All obligations are payable and performable at the address of T & C first indicated below.
11. Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, requested from time to time by T & C.
12. The Guarantor hereby empowers the prothonotary or any attorney of any court of record within the United States, excepting those states which do not allow or acknowledge this declaration, to appear for the Undersigned to confess judgment as often as necessary against the Undersigned in favor of T & C in any such court, as of any term, for the foregoing indebtedness, plus costs of suit and attorney's fees, with release of all errors.

## TOWN & COUNTRY INDUSTRIES PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with Town & Country Industries a Division of ABC Supply Co., inc. ("T & C") a completed Credit Application approved by T & C. Buyer further confirms Buyer's consent to T & C's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. Conditioned upon Buyer's acceptance of the terms and conditions contained herein, T & C acknowledges and accepts Buyer's order. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions of this Purchase Agreement between Buyer and T & C shall be valid. In the event Buyer fails to execute this Purchase Agreement, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.
3. All goods are delivered F.O.B., T & C's plant where risk of loss passes to Buyer. Buyer shall arrange and pay for all freight services. Buyer shall release T & C and shall indemnify and hold harmless T & C from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all personal injury, including death, and any and all other damages recognized at law or in equity, including property damages arising from loss of the goods sold, caused in whole or in part by or in any way related to the pick-up or delivery of any goods.
4. Buyer shall have the right to inspect the goods upon arrival at the delivery destination. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is received by T & C within 5 calendar days of physical delivery of the goods at the delivery destination.
5. T & C shall have the right, without prejudice to any other rights, to suspend further deliveries of any goods purchased if Buyer defaults in payment of any amounts due, or whenever T & C may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to T & C of Buyer's ability to perform.
6. Unless otherwise provided by law, T & C may require Buyer to pay or to reimburse T & C for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the goods or services purchased or the sale, purchase, manufacture, delivery or use thereof.
7. T & C reserves the right to discontinue, without liability hereunder, deliveries of any goods, the manufacture, use and/or sale of which in the opinion of T & C would infringe any patent now or hereafter issued and under which T & C is not licensed.
8. Where Buyer requires tests or inspections or other handling not regularly provided by T & C, T & C may charge Buyer for the actual cost of such test, inspections, or handling.
9. An order may be terminated by Buyer before completion only with T & C's written consent, in which event Buyer shall pay to T & C:
  - a) The contract price for all goods, which shall have been delivered to T & C or Buyer or completed prior to receipt of notice of termination.
  - b) All actual costs or damages incurred by T & C in connection with the uncompleted portion of the order.
  - c) Cancellation charges or damages, if any, incurred by T & C because of its commitments made under the order.
10. Buyer shall not hold T & C responsible for any delay caused in whole or in part by circumstances beyond T & C's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen; war (whether declared or undeclared), riots, or civil commotion; embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. T & C shall not be liable in any event for any special, incidental, or consequential damages caused by T & C's failure or delay in performance due to any cause whatsoever. T & C may allocate its available supply among T & C's customers, including T & C's parent and affiliates, in any manner T & C deems reasonable.
11. T & C shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. T & C MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.
12. T & C shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement or any goods or services sold. The liability of T & C is limited to repayment of the purchase price of goods or services not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer for claims under this Purchase Agreement or with respect to the goods or services sold. T & C shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of T & C.
13. Buyer agrees to indemnify and hold harmless T & C from and against any and all claims, demands actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether Buyer, agents, servants or employees of Buyer or third parties), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part any goods or services sold or any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to T & C, as indemnitee, allowable under that applicable law.
14. The laws of the State of Florida govern this Purchase Agreement. Any action arising out of or related to this Purchase Agreement shall be brought, at T & C's discretion, solely (i) in courts having jurisdiction over persons residing solely in Broward County, Florida or (ii) in a court or before a panel where a proceeding between T & C and a third party is pending relating to this Purchase Agreement or the goods or services sold hereunder. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, the Purchase Agreement. The Purchase Agreement contains the full, final and exclusive statement of the agreement between T & C and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions hereof, shall be binding on T & C without T & C's written consent.
15. Waiver by T & C of any terms or conditions of this Purchase Agreement or waiver of any breach hereof shall not be construed as a waiver of any other terms or conditions or of any subsequent or continuing breach. Determination that any provision of this Purchase Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Purchase Agreement.