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Credit Application - Chattanooga

Name of Business _____ Phone _____
 Type of Business _____ Date Established _____
 Billing Address _____ City _____ State _____ Zip _____
 Shipping Address _____ City _____ State _____ Zip _____
 Email Address _____ Fax _____
 Partnership _____ Corporation _____ LLC _____ Sole Proprietorship _____ Accounting Contact _____

Owner (s):

<u>Name</u>	<u>Position</u>	<u>SSN#</u>
_____	_____	_____
_____	_____	_____

Sales Tax Exempt – Yes or No _____ State of Exemptions _____ Tax Exempt Number _____
 (If Exempt, Copy Required) State of Exemptions _____ Tax Exempt Number _____
 EPA Certified – Yes or No - Name of Holder _____ (Copy of Certificate Required)
 Have you or any owner of this business ever filed for bankruptcy? If so give name, date and name of business: _____

Banking Reference:
 Bank _____
 Name _____ Address _____ Account _____

Credit References:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>FAX</u>	<u>Account</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Amount of credit requested _____ Purchase Order Required Yes No
 The above named business hereby makes application for the extension of credit for purchases from Ed's Supply Company, Inc. under the terms set out herein. If approved, Ed's Supply Company, Inc. will extend such credit as it deems appropriate under all circumstances then and there existing. Ed's Supply Company, Inc. reserves the right to refuse to sell on credit at any time for any reason. Terms are 2% discount by the 10th, net by the 25th. _____ will pay all statements and invoices promptly when due and all costs of collection including a reasonable attorney fee if any portion of this account shall hereafter be placed with an attorney for collection. It is hereby agreed that this contract is entered into in Hamilton County, Tennessee by all parties and any actions to enforce any provisions herein shall be brought in Hamilton County, Tennessee and hence jurisdiction and venue are proper in said Hamilton County, Tennessee.
 Manufacturers' warranties, if applicable, shall apply to sales. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE GIVEN BY ED'S Supply COMPANY, INC. ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
 Sales may be made upon oral or written request of any employee of applicant. Nothing contained herein shall be construed to require Ed's Supply Company, Inc. to extend credit at any time in the future. Terms for repayment may be changed by Ed's Supply Company, Inc. upon written notice prior to any future sale.

_____ Day of _____ 20 _____ Company
 Name _____ by _____

Ed's Supply Contact _____

GUARANTY OF PAYMENT OF ACCOUNTS

For and in consideration of the extension of credit to the debtor hereinafter named, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned as Personal Guarantor(s), hereby guarantee(s), absolutely and unconditionally, at all times, unto Ed's Supply Company, Inc., its successors and assigns the payment of ANY AND ALL INDEBTEDNESS and amount or balance of indebtedness of (Company Name) _____ of (Address) _____, its successors and assigns, (hereinafter called "Debtor") to Ed's Supply Inc., FOR ANY AND ALL INDEBTEDNESS, WHETHER SUCH INDEBTEDNESS NOW EXISTS OR IS INCURRED HEREAFTER, AND IN WHATEVER FORM IT MAY BE EVIDENCED.

The undersigned hereby waive(s) notice of acceptance of the Guaranty and all notice of sale or delivery of the goods and merchandise sold by Ed's Supply Co. Inc., to said Debtor, and all notice of default by said Debtor, and the undersigned consent(s) to any extensions of the time or times of payment of said indebtedness or any portion thereof, and to any change in form or renewal or terms at any time of such indebtedness or any part thereof or to any evidence thereof taken any time by Ed's Supply Co. Inc.

This is to be a continuing guaranty, and the extension of the time of payment or the acceptance of any sum or sums on account or the acceptance of notes, drafts or any security from said Debtor shall in no way weaken or impair the validity of this guaranty. No course of conduct shall be established by forbearance by Ed's Supply Co., Inc. Should any purchase hereafter made by said Debtor be not paid at maturity, Ed's Supply Company, Inc., shall have the right to proceed against all, any or either of the undersigned therefor at any time, without any notice whatsoever and without any proceedings or action against the said Debtor, and the undersigned hereby waive(s) any demand whatsoever for payment.

This guaranty shall continue at all times to cover the full amounts of all indebtedness (including, if applicable, reasonable attorney fees and all costs of collection) of the Debtor to Ed's Supply Company, Inc. The undersigned may terminate this letter of guaranty at any time by sending Ed's Supply Company Inc. written notice of termination at the address shown above by registered letter, return receipt requested, but such notice shall not terminate any liability incurred hereunder prior to the actual receipt of such notice. In the event of the death of the undersigned, the obligation shall continue until the personal representative has furnished a notice as hereinabove provided, such notice shall not, however, in any way release, diminish or vary the obligations of the undersigned or of the Debtor for sales previous to the date of actual receipt of said notice by Ed's Supply Inc.

This guaranty shall not be abrogated, terminated or affected in any manner by any change in the firm or status of the Debtor, whether caused by death, by the admission of any new member or members or by the withdrawal of any member or members, or by sale of stock or of the assets or by any corporate reorganization or by any change from any other cause whatsoever.

Should any portion of this letter of guaranty be held invalid, guarantor agrees to be bound by the remaining portions of this letter which shall continue in full force and effect.

Should the said Debtor, at any time, become bankrupt or insolvent, then, in that event Ed's Supply Company Inc., shall have the right, at your option, without prejudice to any of your rights and without demand or notice whatsoever, to prove and file your entire claim in any court of competent jurisdiction and to collect any dividends that may be realized on said entire claim. Furthermore, Ed's Supply Company Inc., shall have the concurrent or consecutive right, at your option, without any notice or demand whatsoever, to proceed against the undersigned at any time, for the entire claim due Ed's Supply Company Inc., by the said Debtor and the amount of such dividend or dividend thereon.

It is hereby agreed that this contract is entered into in Hamilton County, Tennessee by all parties and any actions to enforce any provisions herein shall be brought in Hamilton County, Tennessee and hence jurisdiction and venue are proper in said Hamilton County, Tennessee.

This Agreement constitutes the complete and entire agreement between Ed's Supply Company Inc., and the Personal Guarantor(s) and may not be modified, altered or changed in any manner (including custom or course of conduct) except by instrument in writing signed by the party to be charged with such modification or alteration.

IN WITNESS WHEREOF, the undersigned have (has) hereunto set out (my) hand and seal of Chattanooga, Hamilton County, State of Tennessee this _____ day of _____, 20_____.

(Personal Guarantor)

(Personal Guarantor)

ED'S SUPPLY CO. INC.



Your Value Added Wholesaler