



SELKIRK ALBANY GLENS FALLS JOHNSTOWN
 KINGSTON MIDDLETOWN NO. ADAMS
 PLATTSBURGH POUGHKEEPSIE SARATOGA
 SCHENECTADY WATERTOWN

Main Office, 196 Maple Ave., Selkirk, NY 12158
 Phone (518) 767-2226
 Fax (518) 767-2065

CREDIT APPLICATION & SALES AGREEMENT

All information MUST be completed. This Application/Agreement MUST be signed in ink. Please forward completed application to Nicole O'Brien at the above address, email to nicoleo@secsupply.com, or fax to (518) 767-2065.

COMPANY INFORMATION

SIC Code: _____

Please select appropriate code for your business.

1521 Single Fam. Housing Constr.
 1711 Plumbing/Heating/AC
 1712 Plumbing Only
 1713 Heating Only
 1714 Mechanical Plumbing/Heating
 0007 All Others/One Time/Wholesalers

5211 Lumber Yard/Hardware/Kitchen/Bath
 5983 Fuel Oil Dealer
 5984 LP Gas Dealer
 5271 Mobile Home Dealer
 0805 Nursing & Personal Care Facility

0821 Elemen. & Secondary Schools
 0822 Colleges & Universities
 6513 Apartment Building Owners
 0953 Housing/Urban Development
 0806 Hospital

Full Legal Name of Corporation, Partnership or Sole Proprietorship *(as on your business license or charter)*

DBA OR T/A - Name under which you do business _____

Address _____

STREET

CITY

STATE

ZIP CODE

Business is: _____ Corporation _____ PartnershipSole _____ Proprietorship _____ LLC

State of Incorporation _____ Tax ID# _____

Building is: _____ Owned _____ Rented, Landlord Address _____

Date business began: _____ Annual Sales _____ Telephone _____ Fax _____

Check if: _____ You have ever declared bankruptcy.
 _____ A company in which you have had ownership has ever declared bankruptcy.
 _____ **You have any pending lawsuits against you or your company.**

PERSONAL INFORMATION

List below the name of the individual, officers, partners, and/or sole proprietor.
Required for individuals, general partners and corporate resident agents.

Name _____ Title _____

Home Address _____

Social Security # _____ Home Telephone _____ Cell Telephone _____

E-Mail Address _____

Name _____ Title _____

Home Address _____

Social Security # _____ Home Telephone _____ Cell Telephone _____

E-Mail Address _____

BUSINESS INFORMATION Please check description(s) that best indicate your type of business:

- | | |
|--|---|
| ____ Mechanical Contractor | ____ Gas Heating Service & Installation |
| ____ Oil Heating Service & Installation | ____ Refrigeration Service & Installation |
| ____ Air Conditioning & Heat Pump Service & Installation | ____ Military Agencies & Bases |
| ____ Industrial or Manufacturing | ____ Property Management |
| ____ Boiler Service & Installation | ____ Institutions (Colleges, Hospitals, etc.) |
| ____ Local, State, Federal Government Agency | ____ Other: _____ |

Number of Service/Installation Trucks: _____

Which Security Plumbing & Heating Supply branch location is most conveniently located to your business?

- ALBANY GLENS FALLS JOHNSTOWN KINGSTON MIDDLETOWN NO. ADAMS
 PLATTSBURGH POUGHKEEPSIE SARATOGA SCHENECTADY SELKIRK WATERTOWN

CREDIT INFORMATION

Bank Reference

Bank Name: _____ Branch: _____ Telephone: _____

Account Name: _____ Checking Account # _____

Address _____
STREET CITY STATE ZIP

Name of Loan Officer: _____

Are Purchase Orders Required? _____

Tax Exempt? _____ *If yes, please attach copy of certificate.*

Requested credit availability*\$ _____

***Credit may be increased or reduced at sole discretion of Security Plumbing & Heating Supply.**

TRADE REFERENCES (Please complete all information.)

Name _____

Address _____
STREET CITY STATE ZIP

Account Number _____ Telephone Number _____

Name _____

Address _____
STREET CITY STATE ZIP

Account Number _____ Telephone Number _____

SECURITY PLUMBING & HEATING SUPPLY - TERMS OF CREDIT APPLICATION

1. Promise to Pay - Each person signing this application promises to pay us or anyone we designate the outstanding balance within 30 days after the due date of each month's Statement or Invoice. You also agree to pay interest on any past due balance computed on the previous month's ending balance of 2% per month, corresponding to an ANNUAL PERCENTAGE RATE OF 24% or the maximum allowed by law. You also agree to all the terms and conditions set forth on the written invoice.

2. Dishonored Check Charge - If you use a check to pay any amount owing under this Agreement and the check is not paid, you must pay a dishonored check charge of \$25.00. You also agree to the terms of General Obligation Law, Section 11-104.

3. No Notice or Loss of Rights - We do not have to tell you if any amount owing under this Agreement is not paid by the day it becomes due. We can do any of the following without telling you or losing any right against you: (a) accept a check or order marked "paid in full" or with similar language as a payment under this Agreement; or (b) give additional time for payment of any amount owing under the Agreement, regardless of the number of times we previously did so and regardless of the length of any additional time we previously have; or (c) exercise, delay exercising or give up any right against any person.

4. Collection Costs - If we hire an attorney or collection agency to collect the outstanding balance of your account because of your failure to timely pay us, you must pay the actual expenses, including but not limited to the reasonable attorney's fees and costs, which we incur.

5. No Assignment - You cannot assign or transfer any of your rights under this Agreement. Any assignment by you will be ineffective.

6. Changes - No changes can be made to this Agreement except in a writing that we have signed.

7. Canceling the Agreement - We can cancel this Agreement at any time. If we do, we will confirm our action in writing. This Agreement will be canceled on the day we mail our notice. You can cancel this Agreement at any time. Your cancellation notice takes effect when we receive it. Your obligation to pay all amounts when owing to us according to the terms of this Agreement continues after this Agreement is canceled. Your cancellation of this Agreement must be made in writing and must be sent certified mail, return receipt requested, to us. Any cancellation that does not comply with terms and preceding sentence is invalid and unenforceable.

8. What Law Applies - This Agreement and our credit relation will be governed by New York State Law. Any legal action, including an original complaint or third party complaint, by or in the right of any party to this Agreement or any action arising or related to this Agreement, including, but not limited to, a claim for payment under this Agreement, and also including any non-contract claim, shall be brought and maintained exclusively in a State or Federal Court of competent subject matter jurisdiction in Albany County, State of New York, and the parties hereby submit themselves to the personal jurisdiction and venue of those courts for the purpose of any such action and hereby waive and defense related to personal jurisdiction, process or venue brought in those courts.

9. Entire Agreement - This Agreement is a complete Agreement between you and us concerning your Account. No other oral or written statements were made to induce you to sign this Agreement and you are not relying on any other statements when you decided to enter into this Agreement. If we do not immediately enforce one of our rights under this Agreement, it is not a waiver of such right and we are legally entitled to enforce such right at a later date.

AUTHORIZATION FOR CREDIT

All the information given on this application is true, correct and complete. You are authorized to exchange credit information covering this application and any credit granted. As part of the credit investigation process, you may request a consumer report in connection with this application for credit or any credit update or renewal. Upon request, you will tell me whether or not a consumer report was obtained, and if such a report was obtained, you will furnish me with the name and address of the consumer reporting agency. I agree that you may retain this application whether or not credit is approved. I agree that you can contact any of my creditors and make any inquiries to permit you to make an informed decision whether to extend credit to me.

Credit Application Signature **X**

Title

Date

Printed Name

Drivers License or Other ID #

If your application for business credit is denied, you have the right to a written statement of the specific reason for that denial. To obtain the statement, please contact the Seller within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

CONTINUING UNCONDITIONAL GUARANTEE

To induce Security Plumbing & Heating Supply ("Security") to extend credit to

("Borrower"), the undersigned, his/her (their) heirs, successors and assigns hereby unconditionally guarantee(s) prompt payment of all obligations of Borrower whenever or however incurred under the above Credit Application. The undersigned waive(s) presentment, demand or notice of any kind with respect to Borrower's default or the undersigned's liability. The undersigned waive(s) errors and omissions of Security's administration of guaranteed debt, except acts in bad faith. No representations have been made to induce the undersigned to execute this guarantee. This guarantee may not be changed except by a writing signed by Security. This guarantee shall remain in effect despite any change in the guaranteed debt, including change in the business structure of the Borrower. A notice of termination must be in writing and must be sent certified mail, return receipt requested, to us. Any written notice of termination that is not sent in the specified manner is invalid and unenforceable.

I/We have read and understand this guarantee.

Name _____

Social Security # _____

Address (No Post Office Boxes) _____
STREET CITY STATE ZIP

Signature

Date

Name _____

Social Security # _____

Address (No Post Office Boxes) _____
STREET CITY STATE ZIP

Signature

Date

The above must be signed before this application can be processed and reviewed.

COMPANY USE ONLY**Account Information**

Customer Type: ___ #3 ___ #2 Accounting Codes: ___ #1 ___ #2 ___ #5
 #3 Contractors; #2 All others

Account # _____ Credit Limit _____ Branch _____ Salesman _____

Date _____ D&B _____ TRW _____