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APPLICATION FOR CREDIT

SALESMAN # _____ DATE: _____

NAME OF FIRM
OR INDIVIDUAL: _____

NAME AND TITLE OF
AUTHORIZED AGENT: _____

FIRM ADDRESS: _____

STREET: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE: _____

PLEASE CHECK ONE OF THE FOLLOWING (Form of Applicant's Business):

CORPORATION PARTNERSHIP PROPRIETORSHIP LIMITED LIABILITY COMPANY

IF INCORPORATED, LIST THE NAME AND TITLE OF ALL OFFICERS; IF A PARTNERSHIP, PLEASE LIST THE NAMES OF ALL PARTNERS; IF AN LLC, LIST THE NAMES OF ALL MEMBERS:

BANK REFERENCES(S) _____

BUSINESS REFERENCES(S) WHERE CREDIT IS NOW EXTENDED: (PLEASE PROVIDE A FAX #)

TERMS OF SALES ON CREDIT

In consideration of Illinois Plumbing & Heating Supply Co. extending credit to applicant, applicant agrees to pay in full for all merchandise delivered to or at the request of the applicant within the stated terms of the Illinois Plumbing & Heating invoice for the items. All accounts are due and payable at the remittance address shown on the invoice. Applicant and Illinois Plumbing & Heating Supply acknowledge and agree that as an additional cost of the merchandise, a charge of 2 1/2% per month (30% per annum) shall be due and payable on all past due accounts. In the event Illinois Plumbing & Heating commences litigation, employs attorneys, or engages collection agencies in order to obtain payment of any sums due from the applicant, applicant agrees to pay all reasonable court costs, attorney's fees, and collection costs in addition to all other sums due. Applicant voluntarily and freely submits to a court

of competent jurisdiction in Sangamon County, Illinois, should any dispute arise under the agreement. The undersigned warrants that the above agreement has been carefully read, that the undersigned is authorized to execute this agreement on behalf of the applicant.

Applicant understands the contents of this agreement and acknowledges it is made to facilitate the sale of merchandise on credit for applicant's commercial purpose. If there is any change in the existing organization of applicant, whether a change in ownership, officers, or directors, or the legal form of applicant's business, applicant shall immediately notify IPHS in writing and deliver to the address appearing above.

Applicant authorized Illinois Plumbing & Heating to obtain credit and financial information concerning the applicant at any time from any source.

CONFESSION OF JUDGMENT. APPLICANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST APPLICANT FOR THE UNPAID AMOUNT OF ANY INVOICE MORE THAN (30) DAYS PAST DUE ISSUED FROM ILLINOIS PLUMBING & HEATING SUPPLY CO. (IPHS) TO APPLICANT PURSUANT TO ANY EXTENSION OF CREDIT TO APPLICANT, AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF IPHS SETTING FORTH THE AMOUNT THEN DUE, ATTORNEYS' FEES PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THE INVOICE VERIFIED BY AN AFFIDAVIT SHALL HAVE BEEN FILED IN THE PROCEEDING, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. APPLICANT WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ALL EXEMPTION LAWS NOW OR HEREINAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID; BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS IPHS MAY ELECT UNTIL AMOUNTS OWING ON ALL OUTSTANDING INVOICES FROM APPLICANT TO IPHS HAVE BEEN PAID IN FULL. APPLICANT HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH APPLICANT MIGHT HAVE AGAINST ANY ATTORNEY ACTING UNDER THE TERMS OF AUTHORITY WHICH APPLICANT HAS GRANTED HEREIN ARISING OUT OF OR CONNECTED WITH THE CONFESSION OF JUDGMENT HEREUNDER.

APPLICANT: _____ DATE: _____

BY: _____ (signature)

Title: _____

Print Name: _____

GUARANTY OF SHAREHOLDER(S)/MEMBER(S)/PARTNER(S)

The applicant identified in the form to which this guaranty is attached is a corporation, a limited liability company, or partnership organized or authorized to do business in the State of Illinois. Applicant may be presently indebted to Illinois Plumbing & Heating Supply Co., an Illinois corporation (IPHS) for the purchase of merchandise on credit to be used for its commercial purposes and applicant contemplates incurring further indebtedness for such purpose in the future. The undersigned, who are shareholders of applicant corporation, members of applicant limited liability company, or partners of applicant partnership, believe it is in their best interest and the best interest of the applicant to guaranty applicant's present and future indebtedness to IPHS.

It is therefore agreed:

1. Obligation. The undersigned hereby jointly and severally guarantee the payment of all of applicant's present and future indebtedness, regardless of whether applicant is presently indebted to IPHS. If applicant fails to pay any amount within after it becomes due following the mailing date of IPHS invoice for such merchandise, the undersigned jointly and severally agree to pay such amount upon demand. This instrument is intended to cover all of applicant's present and future indebtedness or liability, and all extensions or renewals thereof due of IPHS.
2. Liability inter se. The liability of the undersigned as among themselves, without limiting their joint and several liability to IPHS, shall be in proportion to their respective share/membership/partnership ownership in applicant at the time of execution of this instrument. The undersigned shall indemnify and hold each other harmless to the extent that any of them are required to pay any amount hereunder that exceeds their proportionate liability.
3. CONFESSION OF JUDGMENT. THE UNDERSIGNED GUARANTORS HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY-AT-LAW TO APPEAR IN ANY COURT OF RECORD AND TO CONFESS JUDGMENT AGAINST ANY OF THEM FOR THE UNPAID AMOUNT OF THIS GUARANTY AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF IPHS SETTING FORTH THE AMOUNT DUE, ATTORNEY'S FEES PLUS COSTS OF SUIT, AND TO RELEASE ALL ERRORS, AND WAIVE ALL RIGHTS OF APPEAL. IF A COPY OF THIS GUARANTY, VERIFIED BY AN AFFIDAVIT, SHALL HAVE BEEN FILED IN THE PROCEEDING, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. GUARANTOR WAIVES THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF AN EXEMPTION LAWS NOW OR HEREAFTER IN EFFECT. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO CONFESS JUDGMENT WILL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID, BUT THE POWER WILL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS IPHS MAY ELECT UNTIL ALL AMOUNTS OWING OF THIS GUARANTY HAVE BEEN PAID IN FULL. THE UNDERSIGNED GUARANTORS HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH GUARANTORS MIGHT HAVE AGAINST ANY ATTORNEY ACTING UNDER THE TERMS OF AUTHORITY WHICH GUARANTORS HAVE GRANTED HEREIN ARISING OUT OF OR CONNECTED WITH THE CONFESSION OF JUDGMENT HEREUNDER.

Signatures of Guarantors

Witness

PLEASE FILL OUT IF APPLICABLE
CERTIFICATE OF RESALE

REGISTRATION

NUMBER: _____

DATE: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT, UNLESS OTHERWISE SPECIFIED, ALL MATERIAL PURCHASED, OR WHICH MAY BE PURCHASED BY US FROM ILLINOIS PLUMBING & HEATING SUPPLY CO. IS FOR PURPOSES OF RESALE AS TANGIBLE PERSONAL PROPERTY. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED WITHIN THIS CERTIFICATE IS TRUE AND CORRECT AND THAT THE COMPANY WILL NOTIFY ILLINOIS PLUMBING & HEATING SUPPLY IF IN THE FUTURE THE INFORMATION AS DISCLOSED IS INCORRECT OR CHANGES.

THIS CERTIFICATION IS MADE TO INDUCE ILLINOIS PLUMBING & HEATING SUPPLY CO. TO RELY UPON IT AND TO EXEMPT ALL MATERIALS PURCHASED ON OUR ACCOUNT FROM THE PAYMENT OF STATE RETAILER'S OCCUPATION OR USE TAX. IN CONSIDERATION OF ILLINOIS PLUMBING & HEATING'S RELIANCE UPON THE CERTIFICATE, WE AGREE TO INDEMNIFY AND HOLD ILLINOIS PLUMBING & HEATING HARMLESS FROM THE PAYMENT OF ANY TAX, TOGETHER WITH INTEREST AND PENALTY AS MAY BE ASSESSED BY ANY STATE, FEDERAL OR ANY OTHER GOVERNMENTAL AGENCY IN THE EVENT THAT ILLINOIS PLUMBING & HEATING IS HELD LIABLE FOR THE PAYMENT OF ANY TAX BY REASON OF THIS STATEMENT BEING INCORRECT. WE FURTHER AGREE TO PAY ILLINOIS PLUMBING & HEATING, IT'S ATTORNEYS FEES AND COSTS INCURRED IN THE ENFORCEMENT OF THIS INDEMNITY AGREEMENT.

I FURTHER CERTIFY THAT I AM AUTHORIZED TO MAKE THIS CERTIFICATE AND INDEMNITY AGREEMENT ON BEHALF OF THE COMPANY.

COMPANY NAME: _____

ADDRESS: _____

TYPE OF BUSINESS: _____

REPRESENTATIVE'S SIGNATURE: _____

TITLE: _____

PRINT NAME: _____