



Application For Commercial Credit

1499 Atlantic Ave. • Brooklyn, NY 11213
Tel: (718) 363-1900 • Fax: (718) 363-2580

Date _____ 20__

For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

Firm Name _____ Established _____ Phone _____ Fax _____

Address _____ P.O.Box _____ City _____ State _____ Zip _____

Previous Address _____

Owners SS#: _____ Spouse SS#: _____ How long at present address: _____

Person making out application (Name and Title): _____

Principals Of Your Firm - Owner & Spouse, Partners, Officers (Please Print Clearly)

Name _____ Address _____ Tel: _____

Name _____ Address _____ Tel: _____

Name _____ Address _____ Tel: _____

Trade References List Accounts Only (Please Print Clearly)

Name _____ Address _____ Tel: _____

Name _____ Address _____ Tel: _____

Name _____ Address _____ Tel: _____

Bank References (Please Print Clearly)

Name & Address _____ Officers Name _____

Tel: _____ Account #: _____

Name & Address _____ Officers Name _____

Tel: _____ Account #: _____

Name & Address _____ Officers Name _____

Tel: _____ Account #: _____

In consideration of AQUA Plumbing Supply Corp. (referred to herein as "AQUA"), extending credit to Applicant. Applicant agrees to pay for all items delivered to or at the request of Applicant by AQUA based on the following terms, 2% 10th following month, net thereafter. Interest and service charges will be imposed if payment is not received by the 25th of the following month. All accounts are due and payable at the remittance address shown on the AQUA invoice. Applicant agrees that each of the terms and conditions of sale stated on the AQUA Invoices shall be a term of the contract of each sale from AQUA to Applicant. Applicant acknowledges that after 30 days a 1% per month, 12% per annum, interest charge and 1% per month, 12% per annum, service charge will apply on all sums due to AQUA which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said interest and service charge. The service charge will be due and payable on the 30th of the following month, and an additional service charge computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any on or more service charges shall not be deemed a waiver of future service charges. Applicant further agrees that with regard to such service charges, Applicant AQUA are parties to a written contract. In the event of default in payment and if an attorney is retained for collection, Applicant agrees to pay all costs of collection, including, but not limited to, an attorney fee equal to the greater of 33% of the monies due to AQUA or an attorney fee equal to the hourly fee charged by AQUA's attorneys multiplied by the hour expended by said attorneys. Attorney fees shall be paid by Applicant when incurred for constitution, trial or appellate services, whether suit be brought or not. Furthermore, Applicant expressly agrees that regardless of place of payment, all suits at law or in equity of breach of this Agreement or for default in payment shall be instituted and maintained in any Court of competent jurisdiction in the applicable state. Applicant hereby expressly waives and venue rights. The terms of this Agreement shall be governed by the laws in the county of Kings/State of NY and the parties agree to submit to the jurisdiction of set State. The undersigned warrants the above Agreement has been carefully read and the Applicant understands the same. Applicant authorizes AQUA to obtain credit and financial information concerning the Applicant at any time and from any source.

PERSONAL GUARANTEE: For value received to induce AQUA Plumbing Supplies, Corp. ("AQUA") to extend credit to the Customer, the Guarantor (even if more than one) hereby warrants and unconditionally guarantees to AQUA the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Customer to AQUA, including finance charges applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for, or established credit line. Guarantor further agrees to waive all venue rights and pay all expenses, including expenses of court costs and attorney or agency fees paid or incurred by AQUA in endeavoring to collect such indebtedness or any part thereof in enforcing the Guarantee as stated in the Application. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement whatever with Customer, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. AQUA may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security. The incorporation, merger reorganization or sale of the Customer's business shall not operate as a termination of the Guaranty, and the guaranty shall continue as to credit extended such other entity. This Guaranty shall continue in force until notice in writing of termination sent registered or certified mail, return receipt requested, is received by AQUA, Attention: Credit Manager. Notwithstanding said termination, this guarantee shall remain in full force and effect as to the outstanding balance of the debt as of the date of termination of the guarantee together with any and all accrued interest and cost of collection of the debt.

I, the undersigned, personally guarantee the prompt and unconditional payment of all charges in the above account.

Name of Applicant: _____ Signature of Applicant: _____ Title: _____