



PLUMBING DISTRIBUTORS, INC.

P. O. Box 1167 Lawrenceville, Georgia 30046-1167
770-963-9231 1-800-262-9231 FAX 770-822-6654

Sales Person: _____

CREDIT APPLICATION FOR AN OPEN ACCOUNT WITH GUARANTY

Please fill out all fields, lack of information may cause a delay

Applicant's Business Name _____ Proprietorship Partnership Corporation

Office # _____ Cell # _____ Fax # _____ E-mail _____

Street Address _____ Mailing Address _____

City/State/Zip Code _____

Date Business Started (Month & Year) ____/____/____ Prior Business Name: _____
(If less than 3 years)

Address _____ City/State _____ How Long? _____

Type of Business: (Check) Residential Plumbing Contractor Commercial Plumbing Contractor Building Contractor
 Remodeling Contractor Repair Service Other _____

Are Purchase Orders Required? _____ Issued by Whom? _____ Sales Tax Exempt? _____
(If yes please provide certificate)

Principle Owner(s) or Officer(s):

1. Name _____ Title _____ Address _____
City/State/Zip Code _____ Phone # _____

2. Name _____ Title _____ Address _____
City/State/Zip Code _____ Phone # _____

Any Bankruptcies of any Officer(s) in the past 10 years? If yes, who? _____ When? _____

Trade References:

Supplier _____ Acct # _____ Phone # _____ Fax or Email _____

Supplier _____ Acct # _____ Phone # _____ Fax or Email _____

Supplier _____ Acct # _____ Phone # _____ Fax or Email _____

Personal References: Name _____ Relationship _____ Phone _____
Name _____ Relationship _____ Phone _____

1. Real Estate Owned: Home Value \$ _____ Address _____
City/State _____ Mortgage Co. _____

2. Real Estate Owned: Home Value \$ _____ Address _____
City/State _____ Mortgage Co. _____

Bank Reference:

Checking Account # _____ Bank Name/Address/Phone # _____

Checking Account # _____ Bank Name/Address/Phone # _____

Provide Email address to receive invoices and statements: _____

All goods and materials shall remain the property of Plumbing Distributors Incorporated "PDI") until paid in full. Applicant also acknowledges, if approved, that all credit sales are payable Net 10th Prox. Any balance not paid by the 25th of the month following the purchase becomes subject to service charges 25 days after Applicant's receipt of an invoice and shall be subject to interest at the rate of 1.5% per month or 18% per annum or at the highest rate allowed by law. Applicant agrees, if any legal proceedings are necessary to collect any past due amounts, to also pay PDI all costs of collection incurred including 15% of the principal amount owed as attorney fees and court costs as provided by Georgia law. The parties agree that the laws of the state of Georgia shall govern. The parties further agree to the exclusive jurisdiction of the courts of Gwinnett County for all disputes between the parties. Applicant hereby expressly authorizes sales and deliveries to be made without a signed delivery receipt and accepts full responsibility for such sales and deliveries notwithstanding loss due to fire, theft, natural or other causes. Applicant authorizes PDI to investigate credit and financial history with any credit reporting agency, trade, personal, or bank references in connection with the extension of credit or periodically for the continuations of the extension of credit. Applicant represents and warrants that the information contained in this application is true and correct. Applicant agrees to notify PDI in writing of any changes to any information contained in this application, including changes in ownership, within 5 days after such change occurs. PDI may, at any time require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of an order. To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless PDI, and PDI's officers, agents and employees from any and all claims, demands, actions, causes of action, damages, losses costs and expenses (including reasonable attorneys' fees) related to or arising from, any act, error, omission, fault or negligence of Applicant, Applicant's officers, agents, employees, subcontractors, or anyone acting on Applicant's behalf or for whom actions Applicant may be liable, related to the operation or use of goods and materials ordered by Applicant. **Customer acknowledges that all sales of goods by PDI are subject to the most recent version of the PDI terms and conditions, which are incorporated herein by reference, and which may be updated from time to time, located at:**

<http://www.relyonpdi.com/termsandconditions.html>

APPLICANT UNDERSTANDS AND ACCEPTS THAT PDI MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF THE WARRANTY OF MERCHANT ABILITY FOR ANY GOODS SOLD TO APPLICANT. APPLICANT UNDERSTANDS AND ACCEPTS THAT THE SOLE REMEDY FOR GOODS SOLD PDI IS LIMITED EXCLUSIVELY TO ANY MANUFACTURERS WARRANTIES MADE REGARDING SAID GOODS.

Applicant / Authorized Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

PERSONAL GUARANTY

For and in consideration of PDI agreeing to extend credit to _____ for merchandise to be purchased, (Applicant's Business Name)
 rented and/or leased whether Applicant be a corporation, partnership, individual or any other entity, the undersigned Personal Guarantor/s, _____ and _____ jointly and severally, hereby absolutely and unconditionally (Print Name) (Print Name)
 guarantee prompt payment for any amounts owed by Applicant, whether now due or hereinafter incurred and without regard to credit amounts that Applicant may from time to time request and/or be extended by PDI. The personal Guarantor(s) each hereby expressly waive any notice of acceptance of this Guaranty, notice of extension of credit to Applicant, presentment and demand for payment of any past due amounts owed by Applicant, notice of shipment of any goods Applicant, notice of any further extension of credit to Applicant, notice of any extension of time or acceptance of partial payment for merchandise purchased by Applicant or any other notice requirements which may be set forth in the terms, conditions and provisions in any instrument used to evidence any sale by PDI to Applicant. It is understood and agreed that the liability of each Personal Guarantor under this Guaranty shall be unlimited and the failure of PDI to timely exercise any option hereunder shall not be deemed a waiver of any of PDI rights. This Guaranty is a continuing one and may only be modified, revoked or terminated by written notice to PDI by registered or certified mail stating an effective date not less than thirty (30) days after receipt by PDI of said modification, revocation or termination of the Guaranty. The Personal Guarantor(s) specifically agree(s) that no modification, revocation or termination thereof shall affect, in any manner, rights arising under this Guaranty with respect to liabilities which may have been created, contracted, assumed or incurred prior to receipt by PDI of such written notice specifically stating the effective date as referenced above. It is understood and agreed that PDI does not have a duty to sue or otherwise attempt to collect from Applicant prior to instituting legal proceedings against each Personal Guarantor. The Personal Guarantor(s) each agree that all accounts not paid by the Applicant when due will subject each Personal Guarantor(s) to payment of all costs of collection incurred by PDI, including 15% attorney's fees, plus interest at the rate of 1.5% per month or 18% per annum on any past due amounts or at the highest rate allowed by Law. The Personal Guarantor(s) also agree(s) that the laws of the state of Georgia shall govern. The Personal Guarantor(s) also agree(s) to the exclusive jurisdiction of the courts of Gwinnett County for all disputes between the parties. The Personal Guarantor(s) also each agree that this Guaranty shall bind their respective heirs, executors, administrators, or assigns. The Personal Guarantor(s) further hereby authorize PDI to investigate my/our credit and financial history with any credit reporting agency, trade, personal, or bank references to determine the credit worthiness to extend credit or periodic updates in connection with the continuation of the extensions of credit for said account.

(I), (we) have carefully read, and fully and completely understand the above written information. Witness our hands and seals.

Personal Guarantor: _____ / _____ SS #: _____ Date: _____
 (Signature) (Print Name) (Required)

Personal Guarantor: _____ / _____ SS #: _____ Date: _____
 (Signature) (Print Name)