



CREDIT APPLICATION

WINSTON WATER COOLER, LTD. (WINSTON KITCHEN & BATH -LUBBOCK) P.O. BOX 734472 DALLAS , TX 73442

The following information and your signatures (in person) must be obtained, in full, before credit may be granted. When no answer applies please write N/

A. Please print and bring to attention of credit manager. Fax to newaccounts@winstonwatercooler.com

COMPANY INFORMATION

| | | | |
|-----------------|-------------------|----------------------|------------------|
| Section 1. | | | |
| Company Name | | Date | |
| Street Address | City | State | Zip |
| Billing Address | City | State | Zip |
| Phone # | Fax # | Cell # | Email |
| Federal Tax ID | Years In Business | Contractor's License | Type of Business |

BILLING INFORMATION

| | | | |
|--|--|---|--|
| Section 2. | | | |
| AP Contact | AP Phone # | AP Fax # | Monthly Statement Required? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| COD Only? Yes No (IF YES, PLEASE SKIP SECTIONS 4-6) | PO Required? Yes No | Job Names/#s Required? Yes <input type="checkbox"/> No <input type="checkbox"/> | Requested Monthly Credit Line: |
| Invoice/Statement Email Address: | Are You Sales Tax Exempt? Yes <input type="checkbox"/> No <input type="checkbox"/> | *If Yes, Attach Copy of Valid Exemption Form | |

FINANCIAL INSTITUTION

| | | | |
|------------|-----------------|---------|-----------|
| Section 3. | | | |
| Bank Name | Account Contact | Phone # | Email |
| Account # | Branch Address | City | State Zip |

TRADE REFERENCES / YOUR ACTIVE CREDIT LINES

| | | | |
|--------------|---------|---------|-----------------|
| Section 4. | | | |
| Company Name | Address | Phone # | Fax # Account # |
| | | | |
| | | | |

OWNERS / OFFICERS / PRINCIPALS / PARTNERS

| | | | |
|--|--------------|------------------------------|-----------------------------|
| Section 5. | | | |
| Name | Home Address | Phone # | |
| | | | |
| Has a tax lien or civil suit been filed against applicant or any of its owners, officers, principals, or partners within the past six years? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Has applicant or any of its owners, officers, principals, or partners ever filed a voluntary petition in bankruptcy or been adjudged bankrupt? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Is applicant or any of its owners, officers, principals, or partners a guarantor or endorser of debts or notes owed by others? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Has applicant ever done business with WINSTON WATER COOLER, LTD. ("WINSTON KITCHEN & BATH -LUBBOCK") under this company name? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

TERMS OF SALE

| | | | |
|---|--|-------|------|
| Section 6. | | | |
| YOUR CREDIT ACCOUNT WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: | | | |
| The buyer agrees with the seller to pay according to their credit terms. All invoices are due in full (net) on the 10th day of the month following the billing date. An additional 1.5% finance charge (or the maximum amount permitted by applicable state law) will be charged to all accounts not paid by the due date and, similarly, each month thereafter until paid. | | | |
| Buyer agrees to notify WINSTON KITCHEN & BATH -LUBBOCK in writing within 10 days of receipt of invoice or monthly statement of any discrepancy in billing. Failure to do so signifies total acceptance and responsibility for prompt payment. Buyer hereby acknowledges that the goods and/or services are not payable in installments but are payable in full. Before goods can be returned, our consent must be obtained; you must have provided the original invoice number and date. All returns are subject to a 25% restocking fee. | | | |
| WINSTON KITCHEN & BATH -LUBBOCK reserves the right to send out a "Notice to Owners," file liens on past-due accounts, and use any legal means available to force collection if such action becomes necessary. Buyer consents to venue in any Texas court of competent jurisdiction selected by WINSTON KITCHEN & BATH -LUBBOCK. Buyer agrees to immediately notify WINSTON KITCHEN & BATH -LUBBOCK of any change to ownership or form of their business. | | | |
| WINSTON KITCHEN & BATH -LUBBOCK shall not be liable for any delays or for any failure to manufacture, ship, supply, or deliver goods resulting from strikes, labor disputes, breakdowns, wars, civil disputes, floods, acts of God, carriers, suppliers, or manufacturers delay or regulations of any government authority. This credit application shall be governed by the laws of the State of Texas. | | | |
| In witness whereof the undersigned has signed and sealed this guaranty on today's date: | | | |
| Signature of Owner/Partner Or officer | | Title | Date |
| Signature of Owner/Partner Or officer | | Title | Date |

PERSONAL GUARANTY

| | | | |
|---|--|--|--|
| Section 7. | | | |
| Guaranty given by the undersigned to WINSTON KITCHEN & BATH -LUBBOCK, hereinafter called WINSTON KITCHEN & BATH -LUBBOCK, to induce it to extend credit to, or otherwise become the creditor of hereinafter called the customer. Guaranty given by the undersigned to hereinafter called WINSTON KITCHEN & BATH -LUBBOCK to induce it to extend credit to or otherwise become the creditor of hereinafter called the customer. The undersigned. Notwithstanding any corporate title which may be indicated, individually hereby guarantees to WINSTON KITCHEN & BATH -LUBBOCK the prompt payment, when due, of every claim of WINSTON KITCHEN & BATH -LUBBOCK which may hereafter arise in favor of WINSTON KITCHEN & BATH -LUBBOCK against the customer. This is a continuous guaranty and shall remain in force until revoked by the undersigned by notice in writing to WINSTON KITCHEN & BATH -LUBBOCK, but such revocation shall be effective only as to claims of WINSTON KITCHEN & BATH -LUBBOCK which arise out of transactions entered after its receipt of such notice. This obligation of the undersigned shall be joint and several and shall not be affected by any surrender or release of WINSTON KITCHEN & BATH -LUBBOCK of any other security held by it for any claim hereby guaranteed. The undersigned further agrees to pay the cost of collection under this guaranty, including agency fees, court costs, interest or service charges, and reasonable attorney's fees. The undersigned hereby waives the privilege of having the venue changed to the county of their residence and confirms that such venue shall remain in Dallas County, Texas, where the goods are sold. | | | |

By signing here, the undersigned warrants the above Commercial Credit Application has been carefully read and the Guarantor understands the same.

| | | |
|------|-----------|--------------|
| Date | Signature | Printed Name |
| Date | Signature | Printed Name |

Section 8. ("WINSTON KITCHEN & BATH -LUBBOCK"). INTERNAL USE ONLY

| | | |
|---------------|-------------------|---------------------------|
| Customer Type | Construction Type | Contractor Type |
| Class | Branch | Salesperson |
| | | Branch Managers Signature |