APPLY TODAY

FOR A LOWE'S ACCOUNTS RECEIVABLE

When you complete the application, make sure you:

- Provide all applicable company, principal and business information (including bank and credit references).
- Include a sample of a written purchase order (if you use them).
- Sign Guaranty and have each Guarantor's signature witnessed.
- Sign and date the application. Return it to your local Lowe's or drop it in the mail.

Here's how we make your job easier:

- · Payments due in full each month.
- Detailed invoicing conveniently track purchases by parent company, specific job or store location.
- Account Control with a list of authorized buyers, you designate who can make purchases.
- No Annual Fees unlike other business accounts.
- · Dedicated, toll-free customer service.
- Account honored at Lowe's locations nationwide.
- · Secure online account access.
- * See store for details.
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IT'S EASY TO WORK WITH LOWE'S

LC30656LAR (10/03)



Accounts Receivable

Pay in full each month







A Tool That Can Make Your Job Easier.

LOWE'S ACCOUNTS RECEIVABLE APPLICATION 1. APPLICANT INFORMATION

Business Name / Applicant Name	DBA		
Street Address	City	State	Zip
Billing Address P.O. Box	c City	State	Zip
Billing Contact			
Email Address			
Taxpayer ID #			
Subsidiary or Parent Company (Required if differs from Customer Name above)			
THE STATE OF THE S			
Name		s	toto Zin
Street Address	organization in which any Principal or Cus	stomer was or is a Principal bee	
II. PURCHASING/BILLING INFORMATION — List of Authorized Buyers			-14/4
1) 2)			
4)	6) 6)	☐ Written* (*Attach a sample o	copy to the application.)
How much do you estimate you will spend at Lowe's each month \$	(Attach a financial sta	tement if estimated monthly spe	ending exceeds \$15,000.)
III. COMPANY STRUCTURE			380
□ Corporation □ General Partnership □ Limited Liability □ Sole Proprietor □ Limited Partnership □ Government		Personal Home Construction Complete "Building & Loan Wor	ksheet".)
☐ Sole Proprietor ☐ Limited Partnership ☐ Government	- Other		Val. 19 (19 - 19 - 19 - 19 - 19 - 19 - 19 -
IV. BUSINESS TYPE (i.e., General Contractor, Electrician, Plumber, Painter, etc.)	V. TAX EXEMPT		02/00
VI. REFERENCE INFORMATION	Yes No (If yes, please		
VI. REFERENCE INFORMATION Bank Name		provide Tax Exempt Certificate Phone Number	to the Lowe's store) Account Number
VI. REFERENCE INFORMATION Bank Name Contact Name	Yes No (If yes, please		
VI. REFERENCE INFORMATION Bank Name	□ Yes □ No (If yes, please Business Trade Reference	Phone Number	Account Number
VI. REFERENCE INFORMATION Bank Name Contact Name Phone () Checking Acct.#	Business Trade Reference 1)	Phone Number	Account Number
VI. REFERENCE INFORMATION Bank Name Contact Name Phone () Checking Acct.# Construction Loan	Business Trade Reference 1) 2)	Phone Number	Account Number
VI. REFERENCE INFORMATION Bank Name	Business Trade Reference 1) 2)	Phone Number	Account Number
VI. REFERENCE INFORMATION Bank Name	Business Trade Reference 1) 2) 4)	Phone Number	Account Number
VI. REFERENCE INFORMATION Bank Name	Business Trade Reference 1) 2) 3) 4) agrees: (a) that all purchases by Applica sumer, personal, family, household; (b) ti) which is made part of this Application: may check with credit reporting agenciting, renewing, or extending credit, or i bind Applicant to the terms and conditiond information that identifies you we	Phone Number ant under Lowe's Accounts Re hat Applicant has received, rear (c) that all statements and in sea and other sources for inforr n seeking to collect the Accou ons of this Application, includi hen you open an account.	ceivable ("Account") shall d, understands and agrees formation provided herein mation regarding the crednt; and (e) that the understands and control of the
VI. REFERENCE INFORMATION Bank Name Contact Name Phone () Checking Acct.# Construction Loan	Business Trade Reference 1) 2) 3) 4) agrees: (a) that all purchases by Applica sumer, personal, family, household; (b) ti) which is made part of this Application: may check with credit reporting agenciting, renewing, or extending credit, or i bind Applicant to the terms and conditiond information that identifies you we	Phone Number ant under Lowe's Accounts Re hat Applicant has received, rear (c) that all statements and in sea and other sources for inforr n seeking to collect the Accou ons of this Application, includi hen you open an account.	ceivable ("Account") shall d, understands and agrees formation provided herein mation regarding the crednt; and (e) that the understands and control of the
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VIII. PERSONAL GUARANTY AGREEMENT

(To be completed by an owner/officer or other authorized individual for: a) all partnerships or proprietorships, b) any corporation in business less than three (3) years, or c) any other company requested by "Lowe's" in an effort to extend credit to the applicant.)

In consideration of credit extended and/or to be extended to Applicant under this Application and the Agreement, you jointly, severally, and unconditionally guarantee payment of all amounts due to Lowe's by Applicant under the Agreement (including but not limited to late charges and costs of collection, including reasonable attorney's fees), without first requiring Lowe's to pursue payment from Applicant or other guarantors. You agree to pay Lowe's its costs, if any, in enforcing this guaranty, including reasonable attorney's fees. You waive any notices regarding this Application, the Agreement, or this guaranty. You understand, agree and by signing this Application specifically authorize us to request and obtain consumer reports on you from credit reporting agencies and other sources of credit information about you in connection with evaluating this guaranty and this Application and in making credit decisions regarding the Account. This guaranty is a continuing guaranty and shall remain in effect until the Agreement is terminated and all amounts due thereunder shall have been paid in full unless revoked by you in writing. Any revocation of this guaranty shall be in writing and delivered to Lowe's Companies, Inc., P. O. Box 1111, North Wilkesboro, North Carolina 28656 which shall be effective only if sent via certified mail, return receipt requested, and only as to transactions entered into by us ten (10) or more days subsequent to the receipt of the notice by us. Guarantor intends this to be a contract under seal and understands that we are relying upon this guaranty when considering extending credit to the Applicant now and at any time in the future. You understand that neither the death, bankruptcy, or disability of any one or more of the guarantors, or the Applicant, shall affect the continuing obligations of any guarantor hereunder. All of the terms, provisions and agreements of this guaranty shall inure to the benefit of Lowe's Companies, Inc. as well as its subsidiaries and be binding upon the guarantor and their heirs, personal representatives and assigns.

Personal Guarantors' Signatures:

Guarantor's Signature			(SEAL)	
Printed Name	Title			
Social Security Number	Date	Date		
Phone	Date of Bir	Date of Birth		
Street Address				
City	State	ZIP		
Witness Signature (Lowe's Witness Sig	nature or Notary)			
2)			(SEAL)	
2)Guarantor's Signature			(OLAL)	
Printed Name	Title	Title		
Social Security Number	Date	Date		
Phone	Date of Bir	Date of Birth		
Street Address				
City	State	ZIP		
Witness Signature (Lowe's Witness Signature	nature or Notary)	REV 10/03	[55882]	

Mail Your Completed Application To:

ATTN CREDIT SERVICES LOWE'S ACCOUNTS RECEIVABLE PO BOX 2652 N WILKESBORO NC 28659-9942

Or Simply Drop It Off At Your Local Lowe's!

ACCOUNTS RECEIVABLE ACCOUNT AGREEMENT

It is understood that various independent and separate corporations use this form. Therefore, within this Agreement, the words "Lowe's," "we," "us," and "our" refer individually to one of the following corporations: "Lowe's Companies, Inc." (a corporation organized and existing under the laws of the State of North Carolina), or one of its subsidiaries, namely: "Lowe's Home Centers, Inc." (a North Carolina corporation), "Lowe's HIW, Inc." (a Washington corporation) or "The Contractor Yard, Inc." (a North Carolina corporation). The words "you" and "your" refer to each customer for which we have approved an application ("Application") for a Lowe's Accounts Receivable Account ("Account") with a Credit Limit (as defined below), any person who signed the Application on behalf of such customer, and each other person authorized to make purchases under the Account.

- 1. LOWE'S SUBSIDIARIES. All parties to this Agreement acknowledge that any credit account established for you or for your benefit will be with the Lowe's subsidiary/subsidiaries at which you charge purchases to your Lowe's Accounts Receivable Account and no other. The terms of this Agreement shall inure to the benefit of Lowe's Companies, Inc., as well as its wholly owned subsidiaries. It is agreed that Lowe's Companies, Inc., or any of its wholly owned subsidiaries may bring any action for recourse or remedy sought by "Lowe's." It is further agreed that the other party to this Agreement shall be limited to seeking recourse or remedy exclusively from the specific "Lowe's" Corporation from which purchases were charged by the Applicant under the Lowe's Accounts Receivable Account and no other.
- 2. ACCOUNT FOR BUSINESS PURPOSES ONLY. Purchases under this Account shall and may be made only for business or commercial purposes or otherwise for purposes, such as for the construction, remodeling or improving of a residence, which do not constitute the account as a consumer credit transaction regulated by consumer credit laws and regulations. CONSTRUCTION, REMODELING OR IMPROVING OF RESIDENCE: With respect to an Account that will be used for the construction, remodeling or improving of any form of residence, excluding for business or commercial purposes (a "Home Improvement Transaction"), such Account will not constitute a credit account or credit relationship as you will be obligated to pay for purchases only if and as you make them as related to your construction, remodeling or improving of such residence. You have no obligation to make purchases under the Account and, except for your obligation to pay for purchases you actually make, have no obligation to continue making payments to us.
- **3. AUTHORIZED PURCHASERS.** You agree that we may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided to us a list of authorized purchasers in writing. If you want to change your list of authorized purchasers or to inform us of any person(s) who is not an authorized purchaser, you must do so in writing delivered to us by the U.S. Postal Service, certified mail, return receipt requested, such change or notice to be effective only on the sixth (6th) day following receipt by us. Purchases and/or deliveries are authorized to be made without signature.
- 4. PROMISE TO PAY. In return for our extending credit under this Account, you jointly and severally agree to pay for all purchases charged by you to the Account regardless of whether your credit line is exceeded, and all other charges as described below, according to the terms of this Agreement. You further agree that the balance due on the Account will not be reduced or delayed in any manner by any offsets or chargebacks of any nature, unless specifically agreed to in writing by us.

- **5. BILLING TERMS.** If an Account is opened pursuant to this Agreement, you agree that the following covenants and conditions apply:
- **A.** Use of any credit extended as a result of this Agreement will be governed by the Agreement at the time credit is extended.
- **B.** Our regular billing date is the 25th of each month, with balances due and payable net by the 10th of the following month.
- **C.** We may change the existing rates, charges, and other terms of this Agreement, as well as introduce new terms (such as non sufficient check charges) as may be authorized by law. Any such amendments will apply to the existing balance of your Account.
- D. No other terms are authorized unless authorized in writing by us.
- **E.** By accepting the terms herein, you accept our descriptive billing system of sales invoice and statement of accounting.
- **F.** Upon establishment of an Account, you agree to pay, at such place as we may designate, in accordance with your billings, the then current payment schedule amounts for the use of this Account, and all applicable charges which may then be in effect.
- **G.** Failure to pay your Account within the terms of this Account may result in the suspension or termination of your Account as determined by us, in our sole discretion.
- **6. PURCHASE ORDERS.** If you use purchase orders in connection with the Account, we will try to reflect your purchase order numbers on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices. Any purchase charged to this Account shall be governed solely by the terms and conditions set forth in this Agreement and in Lowe's invoices and statements, and any other terms and conditions in your purchase orders or other procurement documents shall not apply even if submitted to and accepted by us in connection with a purchase under the Account.
- 7. LATE CHARGE. If we do not receive payment in full by the 10th of each month of the total amount owed on the 25th of the previous month ("Balance Due"), your Account will be in default and past due. If we do not receive payment in full of the Balance Due by the 25th of the month due, a late charge ("Late Charge") will be assessed beginning on that day and continuing each day thereafter until all amounts due on the Account are paid in full. The Late Charge will be the lesser of (a) the maximum amount permitted by applicable law and (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credits.
- 8. RETURNED CHECK CHARGE. We may impose a charge for each check received in payment on account which is returned to us unpaid ("Returned Check Charge"). The "Returned Check Charge" imposed may be up to the maximum amount allowed by state law.
- 9. PAYMENT APPLICATION. Unless you direct otherwise in writing with each remittance, payments will be applied first to any service charges, then against Returned Check Charges, then against matching open items on the monthly statement, or if not possible, against open items in order of age, with any remaining payment held as a general credit against unpaid invoices, as we may determine in our discretion.
- 10. SECURITY INTERESTS. It is agreed that you are giving us and we are retaining a purchase money security interest in the goods and merchandise purchased under this Agreement until the debt for said goods and merchandise is paid in full. This permits us, under certain circumstances, as provided by law, to take back or repossess the goods and merchandise if you do not pay for said goods and merchandise under the terms of this Agreement. You agree that we

shall have the right and may exercise the rights of a Secured Party holding a purchase money security interest under the Uniform Commercial Code of the State wherein such rights are to be enforced, and agree that we may sign for you, as debtor, such Financing Statements or other public notices as may be required to perfect its security interest in the goods and merchandise sold to you on credit terms.

- 11. NO LIEN AGREEMENT. It is hereby agreed that you will not enter into any NO LIEN AGREEMENT OR LIEN WAIVERS affecting property to which our materials may be furnished without our prior written authorization. In the event that a NO LIEN AGREEMENT OR LIEN WAIVERS between you and an owner of the property is executed or filed without our consent, you agree to waive said NO LIEN AGREEMENT OR LIEN WAIVERS in our favor and that any such NO LIEN AGREEMENT OR LIEN WAIVERS shall have no effect whatsoever concerning us. Furthermore, you give us permission to have, maintain and file any Mechanic's Lien or Materialman's Lien on said owner's property in the event any balance remains unpaid for goods or merchandise purchased on the Account and that were used in the improvement of said owner's property.
- 12. DEFAULT. It is agreed that you will be in default if any of the following shall occur: (1) if you do not pay the balance when due, (that is, the amount shown due on any billing statement) (2) if you should breach any other terms of this Agreement, (3) if there has been a material misrepresentation or misstatement of fact in the Business Charge Account Application, financial statement(s) or other documents provided to us in connection with the establishment of this Account, (4) if you (if an individual or sole proprietorship) should die, (5) if you become insolvent, (6) if a petition should be filed or any other proceedings be initiated under the Federal Bankruptcy Code or any state insolvency statute by or against you, (7) if a receiver should be appointed or writ or order of attachment, levy or garnishment should be issued against you or any of your property, assets or income or (8) if we should consider ourselves or any indebtedness due hereunder unsafe, or not completely secure or if we should, in good faith, consider your prospects of repayment hereunder impaired. In any such event we may demand the entire balance to be paid immediately, terminate the Account and, as provided by law, commence any legal action for collection of the balance due. We may also pursue any other legal action deemed necessary or appropriate with respect to the Account. You agree that we may at our option, pursue to judgment and collection a separate action or actions for the account or accounts at each of our stores. You agree to pay all cost of collection, including attorney's fee of fifteen (15%) percent (or such higher amount as may be allowed by law of the jurisdiction wherein the collection action is bought) of the balance then due and owing as determined by the governing state laws. If the governing state has venue, you agree that we may institute whatever action we deem necessary in the county or parish of our choice. We also reserve the rights and remedies pertaining to repossession and resale of any repossessed merchandise as provided by law. All remedies herein are cumulative with all other remedies we may have, whatever provided by Agreement or by law.
- 13. CANCELLATION. You and we each have the right, at any time and for any reason, to cancel the Account. Request for cancellation by customer must be mailed certified to Vice President, Credit Services at address shown in section 21 of this agreement. In the event of cancellation, the terms and conditions of the Agreement shall continue in effect until all amounts owed on the Account are paid in full.
- 14. WARRANTY DISCLAIMER. WE EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE

- AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE REFLECTED IN OUR SALES INVOICES. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.
- 15. RETURN POLICY. All orders placed for non-stock goods are final unless the manufacturer or distributor authorizes their return. Aii orders for stock goods are final unless we at our sole discretion, authorize and accept their return. You will pay us a handling fee and reimburse us for any costs we incur in connection with your return of goods. If, in our sole discretion, we authorize you to return stock goods and they are in good and saleable condition, we will credit your Account. The foregoing is our current return policy ("Return Policy"), and you agree that we may, at any time, change or revoke the Return Policy in our sole discretion.
- 16. CREDIT INFORMATION. Unless and until the Account is canceled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) of the customer with the Account, and each Personal Guarantor of the Account, including information from commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified on your Application for the Account, and such other sources of credit information as we deem appropriate. You also authorize us to report credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.
- 17. CREDIT APPROVAL. This Agreement shall not be effective and binding on us and the Account shall not be activated until such time as we have advised you that your Application has been approved by our Corporate Credit Services Department.
- 18. CHOICE OF LAW. This Agreement and the Account are governed by and construed in accordance with the law of the state of North Carolina (without regard to North Carolina's conflicts of law principles).
- 19. ASSIGNMENT. We may sell, assign or transfer any or all of your Account or any balances due thereunder without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.
- 20. ENTIRE AGREEMENT. The Application and this Agreement constitute the entire agreement between you and us regarding the Account and supercede all of our prior written and oral agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and conditions stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter. When required by applicable Law, we will provide you with notice of any such changed or additional term. To find out about any changes to this Agreement, you may write to us care of our Vice President-Credit Services. The provisions of this Agreement supercede those of any other document, including, but not limited to, executed purchase orders containing terms and conditions contrary to this Agreement.
- 21. MAILING ADDRESS. Lowe's, P.O. Box 1111, North Wilkesboro, NC 28656. Attn: Vice President of Credit Services.