



**F. MISCELLANEOUS**

1. **ENTIRE AGREEMENT:** This Agreement is between Ferguson Enterprises, Inc. and its subsidiaries (collectively "Seller") and the Applicant named above or on page 1. This Agreement along with the terms and conditions located at <https://www.ferguson.com/content/website-info/terms-of-sale> on Seller's quotation, invoice or delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. If the TERMS conflict with provisions of any other existing or future contract between Seller and Applicant (including Applicant's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Applicant grants Seller the exclusive right to select the forum for any disputes.
2. **PAYMENT:** Applicant agrees to pay for material and services ("Products") Net 10<sup>th</sup> proximo, unless on the invoice otherwise. Applicant must notify Seller of billing errors or adjustments in writing within ten (10) days from the invoice date. **Claims not received in writing within the time specified are waived by Applicant.** If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Applicant. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.
3. **SECURITY:** To secure payment and performance of all obligations and indebtedness of Applicant to Seller, Applicant hereby grants to Seller, and its successor and assigns, (i) a present and continuing first-priority Purchase Money Security Interest in all goods, inventory, equipment, and materials (including but not limited to construction related materials such as plumbing materials, appliances, waterworks, heating and air conditioning materials, tools, safety accessories and related supplies) which may be sold, consigned, leased, rented or delivered by Seller, directly or indirectly, to or for the benefit of, Applicant, and all proceeds thereof, including but not limited to insurance proceeds and proceeds from sale, lease, rental, return or repossession of same (the "PMSI Collateral"); (ii) a security interest in all existing and subsequently arising accounts and accounts receivable, chattel paper, general intangibles, goods, instruments, equipment, inventory, and supporting obligations and documents, whether or not related to the PMSI Collateral. Applicant authorizes Seller to file financing statements describing the collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
4. **TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.
5. **CERTIFICATION:** The Applicant certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) the undersigned is authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Applicant's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) it has read, understood, and agreed to all of the TERMS, and agrees to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Applicant is a partnership or sole proprietorship, then Seller is authorized to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

Authorized Representative (Signature)	Printed Name & Title	Witness	Date

**G. PERSONAL GUARANTY**

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not to exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Guarantor 1(Signature)	Printed Name	Social Security #	Date
Guarantor 2(Signature)	Printed Name	Social Security #	Date