

CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

WOLSELEY Plumbing / HVAC Waterworks Fire & Fabrication **FERGUSON** a WOLSELEY company New Applicant Update

Mailto: INSERT ADDRESS HERE **P.O. BOX 1356** Fax: ENTER FAX **956-318-2648** Primary location of material purchases (required):#
 City **Edinburg** State **Texas**

A. APPLICANT (BUSINESS NAME OR NAME OF INDIVIDUAL IF SOLE PROPRIETOR)

Name **Hidalgo County Facilities Management Dept** Phone **956-289-7850**
 Street Address **3100 S. Hwy 281** Fax **956-318-2648**
 City **Edinburg** State **Texas** Zip **78540** Mobile/Pager

Email **Daniel Flores** Check those that apply: Please send Applicant special offers and updates via email.
 Checks received may be converted to an electronic funds transfer without further notice.
 Please enroll Applicant in Ferguson Online to allow access to the account via the internet.

B. PRINCIPALS/OFFICERS

Title	Name	City/State	Social Security #	Birth date	Phone	Insolvency*

* List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership or business.

C. BILLING INFORMATION

Billing Address (if different from above) **P.O. BOX 1356** Are Purchase Orders Issued? Yes No
 City **Edinburg** State **Texas** Zip **78539** Are job names required? Yes No
 Sales Tax Exemption # **746000717** State **Texas** PLEASE ATTACH AN EXEMPTION CERTIFICATE FOR EACH STATE
 Special Billing Instructions Federal Tax ID#/Employer ID#

D. ABOUT YOUR COMPANY (ATTACHED FINANCIAL STATEMENTS FOR THE LAST TWO YEARS)

<input type="checkbox"/> Single Family	<input type="checkbox"/> Mechanical PVF	<input type="checkbox"/> Commercial	<input type="checkbox"/> Waterworks	Type of Entity
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> HVAC R C	<input type="checkbox"/> Segment Code / Other:	<input type="checkbox"/> Corp <input type="checkbox"/> LLC
<input type="checkbox"/> Repair -Remodel	<input type="checkbox"/> Government	<input type="checkbox"/> Industrial PVF		<input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop
Estimated Monthly Volume (in Dollars)		Surety / Bonding Company		Capacity
Date Business Stated	No. of Employees	Date of Incorporation	State of Incorporation	
Type of License Held	State	Name of Holder	Number	Expiration Date

E. REFERENCES DUN & BRADSTREET (D&B) D-U-N-S NUMBER (IF AVAILABLE)

Type	Name	City / State	Phone	Fax	Account #
Bank					
Supplier	Home Depot	McAllen Tx	956668-8783		
Supplier	Sherwin Williams	Edinburg Tx	956-383310		
Supplier	Opportunity Supply	Pharr, Tx	956-783-1034		

Applicant Name (required):

F. MASTER SALES AGREEMENT

- ENTIRE AGREEMENT:** This Agreement is between the Wolseley company extending credit ("Seller") and the Applicant named above or on page 1 (also referred to as "Buyer"). This Agreement along with the terms and conditions on Seller's quotation, invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. In the event that the terms of this Agreement conflicts with terms of any other existing or future contract between Seller and Buyer (including Buyer'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. Buyer grants Seller the exclusive right to select the forum for any disputes.
- PAYMENT:** Applicant agrees to pay for the material and services ("Products") Net 10th proximo, unless on the invoice otherwise. Buyer shall make all claims for 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 Buyer.** 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 Buyer. 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.
- DELIVERY & RETURNS:** Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. **Claims not received in writing within the time specified are waived by Buyer.** Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts ("Returns"). Returns are subject to a 25% restocking fee, unless specified otherwise. No other material may be returned for credit including special order items like millwork, unless specifically agreed to by Seller.
- SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction related materials and services sold by Seller including but not limited to building materials, plumbing, appliances, waterworks, heating and air conditioning along with tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. 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.
- 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.
- WARRANTY:** Seller warrants that services performed by Seller ("Services Warranty") shall be provided in a professional and workmanlike manner for a period of thirty (30) days from the date of performance, or longer if required by applicable law or if otherwise stated in writing and signed by an authorized representative of Seller. If Buyer notifies Seller during the warranty period that services were not performed in accordance with Services Warranty, Seller shall, at its option, either re-perform the services or credit amounts received for such services as Buyer's sole and exclusive remedy. **The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANLIKE MANNER. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.**
- 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) I am 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 Buyer'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) I have read, understood, and agreed to all of the TERMS and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.



_____ Authorized Representative (Signature)	_____ Printed Name & Title	_____ Witness	_____ Date
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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

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <i>Hidalgo County Facilities Management Dept</i>	
Address (Street & number, P.O. Box or Route number) <i>PO BOX 1354</i>	Phone (Area code and number) <i>956-289-7850</i>
City, State, ZIP code <i>Edinburg, Texas 78539</i>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: *FERGUSON*


Street address: *705 E Expressway 83* City, State, ZIP code: *Phan, TX 78577*

Description of items to be purchased or on the attached order or invoice:
Plumbing / HVAC

Purchaser claims this exemption for the following reason:
Hidalgo County is a government entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.