

INTERNAL USE:

Sales Representative: _____
 Sales Representative ID: _____

APPLICANT:

Legal Business Name Of Applicant: _____ E-Mail Address: _____
 Street Address: _____ City/State: _____ Zip: _____
 Mailing Address: _____ City/State: _____ Zip: _____
 Billing Address: _____ City/State: _____ Zip: _____
 County: _____ Business Phone: _____ Business Fax: _____
 Please Select One: Sole Proprietorship Partnership Corporation LLC
 State of Organization: _____ Years in Business: _____ No. of Employees: _____ No. of Trucks: _____
 Sale Tax Exempt: Yes No *(If Yes, Exemption Certificate Must Be Attached)* Credit Line Requested: _____
 Purchase Order Required: Yes No Federal Tax ID #: _____ Estimated Monthly Purchases: _____
 A/P Contact: _____ A/P E-Mail: _____
 Phone: _____ Fax: _____

BUSINESS TYPE:

Contractor - General Gas Services & Supplies Wholesale Wholesale - Redistribution

PRINCIPAL/OFFICER:

Title: _____ Name: _____
 City/State: _____ Phone: _____

TRADE/BANK REFERENCES *(We accept suppliers' trade references only):*

Name: _____ Acct #: _____
 Address: _____ Phone: _____ Fax: _____
 Name: _____ Acct #: _____
 Address: _____ Phone: _____ Fax: _____
 Name: _____ Acct #: _____
 Address: _____ Phone: _____ Fax: _____
 Bank Name: _____ Acct #: _____
 Address: _____ Phone: _____ Fax: _____

APPLICANT AND GUARANTOR RESPECTIVELY ACKNOWLEDGE THAT EACH HAS READ AND ACCEPT THE TERMS AND CONDITIONS OF CREDIT AS SET FORTH ON THIS APPLICATION AND AUTHORIZES HOME DEPOT U.S.A., INC. D/B/A THE HOME DEPOT PRO AND/OR ITS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY, "SELLER") TO: REQUEST CREDIT REPORTS FROM CREDIT BUREAUS (INCLUDING CONSUMER REPORTING AGENCIES) REGARDING THEIR RESPECTIVE COMMERCIAL OR PERSONAL CREDIT; TO CHECK THE CREDIT AND EMPLOYMENT HISTORY OF APPLICANT AND ITS OFFICERS, MEMBERS, MANAGERS AND GUARANTORS ON A CONTINUOUS BASIS; AND TO OTHERWISE INVESTIGATE THEIR RESPECTIVE CREDITWORTHINESS BEFORE EXTENDING CREDIT NOW OR AT ANY TIME IN THE FUTURE. APPLICANT REPRESENTS THAT ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. The Terms and Conditions of Credit set forth on Page 2 of this application are incorporated herein by this reference. Seller may terminate any credit availability within its sole discretion. Guarantor agrees to provide financial information as reasonably requested by Seller.

YOU AGREE THAT BY REQUESTING CREDIT, SUBMITTING A CREDIT APPLICATION, RECEIVING CREDIT, OR ENTERING INTO A COMMERCIAL RELATIONSHIP WITH THE COMPANY, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AGAINST THE COMPANY AND ITS AFFILIATES IN A COURT OR IN ARBITRATION, AS APPLICABLE. YOU FURTHER AGREE YOU MAY ONLY BRING DISPUTES AGAINST ANY OTHER PARTY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, IN THE EVENT ANY DISPUTE IS TRIED IN A COURT, YOU HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES.

SIGNATURE: _____ DATE: _____
 NAME: _____ TITLE: _____

TERMS AND CONDITIONS OF CREDIT

Parties. As used herein "Seller" shall mean Home Depot U.S.A., Inc. d/b/a The Home Depot Pro and its affiliates, subsidiaries and divisions and "Purchaser" shall mean the Applicant (Purchaser) listed on page 1.

Entire Agreement. This Credit Application and Purchase Agreement together with Seller's Terms and Conditions, as set forth in Sellers catalogs and on Seller's website and Seller's purchase order and invoice, which are incorporated herein by this reference (collectively, "Terms") represent the entire agreement between the Parties and apply to all transactions between the Parties. All sales made by Seller are subject to the Terms in effect at the time of the sale, which shall prevail over all inconsistent terms found in any current or future agreement between Seller and Purchaser, including, but not limited to Purchaser's purchase order or other documents. No modification or alteration of these Terms shall occur as a result of Seller's shipment of products or provision of services (collectively, "Products") set forth in Purchaser's purchase order or other documents containing additional, conflicting or inconsistent terms.

Pricing. Seller's quotation prices are subject to change without notice. Quotations are void unless accepted within 24 hours of the date of issuance for products driven by market commodities and within 30 days of the date of issuance for all other products. Prices do not include any sales, excise or other tax or charge payable by Seller to any governmental authority. Any taxes now or thereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Payment. Unless otherwise stated in a written agreement signed by an officer of Seller and subject to Seller's continuous approval of credit, payment for Products is due Net 30 days from invoice date. Payment is due in the form of cash, check, ACH or money order. Seller may apply Purchaser's payment against any outstanding charges within Seller's sole discretion. Purchaser must notify Seller of disputed charges in writing within ten (10) days from the invoice date or such disputes are waived. Failure of Purchaser to make timely payments shall result in Purchaser's account being in default and Seller may, in its sole discretion, suspend further performance under any purchase order with Purchaser. Seller shall also have the right to exercise offset or recoupment rights to satisfy any outstanding balance. Subject to applicable laws, past due balances may be assessed a late charge of 1-1/2% per month (18% per annum) or up to the maximum rate permitted by law, whichever is lower. Additionally, Seller may assess a one-time late charge of \$20.00. Purchaser is liable for any and all fees and costs incurred in connection with the collection of past due amounts, including but not limited to third party fees, court costs, and attorney's fees.

It is the intent that any credit granted shall comply with applicable usury laws. If, for any reason, it should be determined that any applicable usury law is applicable to Purchaser's purchase of Products hereunder, none of the terms and provisions contained in this application or any document relating to any credit provided shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by such applicable law. In such event, if any monies are collected under the credit arrangement contemplated by this application which are deemed to constitute interest and such interest would otherwise increase the effective interest rate of the credit arrangement to a rate in excess of the maximum interest rate permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of such maximum legal rate shall be credited to the payment of the sums due under the credit arrangement or returned to the payer.

Delivery. Delivery dates given by Seller are estimates and Seller shall not be liable for delays, regardless of the cause. Purchaser shall examine Products upon receipt and prior to installation. All claims for shortages or improper delivery must be made within 72 hours of receipt of goods. Claims not received in writing within the time specified are waived by Purchaser. Delivery to job site constitutes delivery to Purchaser, regardless of whether Purchaser or his agent is at the site at the time of delivery or signs a delivery receipt. Freight charges may apply and vary depending upon order size, fuel prices, or other factors at Seller's discretion. In those rare instances when a package is lost or an item is damaged in transit, Seller assumes full responsibility for filing a related claim with Seller. Purchaser must: (i) provide number of cartons (must be the same as shown on freight bill), (ii) report shortage or concealed damages within 72 hours of receipt of goods, (iii) make sure the number of cartons shown on packing slip has been received before claiming shortages, and (iv) if a shortage has been claimed, but later received, notify Seller immediately. Refer to Factory Direct Terms & Conditions found on Seller's website.

Returns. Seller will accept the return for credit of regularly stocked items of the current model in clean, new and undamaged condition with original packaging and all original parts ("Returns"). Returns are subject to a 20% restocking fee, unless otherwise specified by Seller in writing, with the exception of defective goods or shipping errors, which are not subject to a restocking fee. No other material may be returned for a refund or credit, including special orders and drop shipments, unless specifically agreed to by Seller in writing and the restocking fee from those items is subject to Seller's or its supplier's restocking fee.

Solvency. Purchaser certifies that it is solvent and capable of meeting its obligations hereunder and that it will immediately advise the Corporate Credit Department of Seller if it becomes insolvent.

Authorization. Purchaser and Guarantor: (a) each certify that the information provided is true and correct and has been provided to Seller as a material inducement to obtain credit; (b) each is authorized to submit this application; and (c) each authorizes Seller to verify the information provided by or on behalf of Purchaser or Guarantor, as applicable, including, but not limited to, requesting credit reports from credit bureaus/consumer reporting agencies regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness and banking history before extending credit now or at any time in the future. Seller may terminate any credit availability within its sole discretion.

Disclaimer of Warranties. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES WITH REGARD TO PRODUCTS AND HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PRODUCT OR ANY COMPONENT THEREOF OR PROVIDED AS RELATED TO THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, SELLER'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER DISCLAIMS ALL LIABILITY RELATED TO INSTALLATION OF GOODS, USE, MISUSE, OR MODIFICATION OF PRODUCTS AND SELLER DOES NOT GUARANTEE THAT ANY PRODUCTS COMPLY WITH LAWS, STATUTES, CODES, REGULATIONS, OR ORDINANCES.

Dispute Resolution. Any and all disputes, claims or controversies arising out of or relating to your application request for credit, including any extension of credit and any creditor/borrower relations between the parties (collectively, "Disputes") may, at the sole option of Seller, be resolved by arbitration administered by JAMS under its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the office closest to Jacksonville, FL. Each party shall bear its own costs, fees and expenses associated with any arbitration. YOU AGREE THAT BY REQUESTING CREDIT, COMPLETING AND SUBMITTING A CREDIT APPLICATION RECEIVING CREDIT, OR ENTERING INTO A COMMERCIAL RELATIONSHIP WITH THE COMPANY, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AGAINST THE COMPANY AND ITS AFFILIATES IN A COURT OR IN ARBITRATION, AS APPLICABLE. YOU FURTHER AGREE YOU MAY ONLY BRING DISPUTES AGAINST ANY OTHER PARTY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, IN THE EVENT ANY DISPUTE IS TRIED IN A COURT, YOU HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES.

Termination. If Purchaser fails to comply with these Terms, or should Purchaser's credit become unsatisfactory in Seller's sole discretion, Seller reserves the right to immediately terminate or restrict any order upon notice to Purchaser. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five (5) days of such changes.

Indemnification. Purchaser shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Purchaser's use of any Products furnished hereunder, as well as any negligent, intentional or tortious act or omission of Purchaser or its agents or any breach by Purchaser of these Terms.

LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER OR ITS RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, INDIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, MORAL DAMAGES, LIQUIDATED DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES OR ANY OTHER FORM OF DAMAGES ARISING OUT OF THE PRODUCTS OR GOODS SOLD BY SELLER TO APPLICANT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THESE TYPES OF DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR OTHERWISE.

Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles. Any and all disputes arising hereunder or otherwise relating to this Agreement shall be brought exclusively before the state or federal courts of Duval County, Florida

Purchaser acknowledges and agrees that it has not relied on any agreements, representations, or inducements by Seller or its agent(s), whether oral or written, that are not set forth herein.

APPLICANT FURTHER ACKNOWLEDGES THAT APPLICANT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF SALE AND CREDIT POLICIES AS SET FORTH ON SELLER'S WEBSITE OR CATALOG.