



PERFORMANCE PRO SUPPLY

CREDIT APPLICATION

Company Name _____

Physical Address _____

Mailing Address _____

Phone # _____ Primary Email _____

Accts Payable Name _____ AP Email _____ AP Phone _____

Credit \$ Requested _____ PO # Required _____ Business Establish Date _____

Contractor State/Lic # _____ Federal EIN/SSN # _____

Sales Tax Resale # _____ Legal Entity Type _____

Owners/Officers

| Name/Title | Address | Phone | SSN | Email |
|------------|---------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Banking References

Bank Name _____ Address _____

Account # _____ Phone # _____ Branch _____

Contact Name _____ Position _____ Phone # _____

Credit References

| Company Name | Acct # | Address | Phone or Email |
|--------------|--------|---------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

CREDIT AGREEMENT:

The undersigned ("Customer") in consideration of Performance Pro Supply Portland, LLC or any of its subsidiaries, affiliates or assigns ("Performance") extending commercial credit based upon the information furnished herein warrants and agrees that by executing this Credit Agreement: (a) all purchases made by the Customer from Performance are subject to the terms and conditions of this Agreement and any personal guaranty signed in addition to this Agreement; (b) agree and acknowledges that the Customer has received, read, and understands the Performance Master Agreement, which may be amended from time to time, and is available at www.PerformanceProSupply.com or available in writing, on request, including all release and indemnification provisions ("Master Agreement"); (c) the terms and conditions of this Credit Agreement are deemed incorporated by reference into the Master Agreement for any and all purchases by the Customer, including the Security Interest, and Personal Guaranty created in this Credit Agreement regardless of whether the Customer fully executes the Sale Agreement; and, (d) any terms or conditions in the Customer's acceptance, purchase order, or other documentation that are inconsistent with or in addition to this Agreement or the Master Agreement are void and of no effect (unless otherwise required by law). Delivery of the product by Performance is in consideration of the Customer's agreement to be bound by the Master Agreement.

Performance agrees to extend commercial credit based upon this Agreement, and Customer agrees to the terms of payment: Net 30 Days Upon Receipt on all accounts; if an account is delinquent the Customer will be assessed interest at the rate of eighteen percent (18%), or the maximum otherwise allowable by law, per month, on all invoices not paid when due, until paid in full. A customer must dispute an invoice within seven (7) days of receipt of the product. An invoice will be deemed correct if not disputed within seven (7) days of product delivery. Any delinquent account may be placed on a cash only basis at Performance's sole discretion. The Customer waives its right to trial by jury in any dispute which arises from this Credit Agreement, and that it shall pay all reasonable costs of reimbursement to Performance for collection on any delinquent account including attorney fees. If Performance at any time deems it necessary to file construction lien(s) to protect its interest, Customer agrees to pay all costs of preparation, attorney fees, filing, and service of said lien(s).

Whether or not a lawsuit or arbitration is commenced, Customer promises to pay all collections costs. Including but not limited to reasonable attorney fees incurred by Performance to enforce or interpret the terms hereof, and if commenced, then those attorney fees incurred at arbitration or trial and on any appeal, review, or reconsideration thereof, including all attorney fees and costs incurred in any bankruptcy proceeding. This Credit Agreement shall be considered to have been made in the state of Oregon, and will be interpreted in accordance with the laws of the State of Oregon without giving effect to any conflict of laws principles. Customer agrees that the courts of Oregon have personal jurisdiction over it and subject matter jurisdiction over this Agreement, and that proper venue is in Washington County, Oregon, or at the option of Performance, any other state or federal court that has personal and subject matter jurisdiction over applicant or guarantor and the matter respectively.

Performance shall retain a purchase money security interest as defined in ORS 79.0103 for any and all the Customer's purchases from Performance in the goods, supplies and materials, and the proceeds therefrom, and as described in each invoice from Performance, to secure all of the purchase price for each and every purchase made. Customer agrees to execute or provide, at Performance's request, any additional documents to perfect the security interest.

AS CONSIDERATION FOR PERFORMANCE TO EXTEND CREDIT TO THE CUSTOMER, THE CUSTOMER HEREBY GIVES AND GRANTS TO PERFORMANCE A PURCHASE MONEY SECURITY INTEREST (THE "SECURITY INTEREST") IN THE FOLLOWING COLLATERAL, AS DEFINED IN ORS 79.0102: ACCOUNTS, CHATTEL PAPER, COMMERCIAL TORT CLAIMS, DEPOSIT ACCOUNTS, DOCUMENTS, ELECTRONIC CHATTEL PAPER, EQUIPMENT, GENERAL INTANGIBLES (INCLUDING GOODWILL AND REPUTATION), GOODS, INSTRUMENTS, INVENTORY, INVESTMENT PROPERTY AND ALL PRODUCTS AND PROCEEDS THEREFROM, INCLUDING CASH AND NON-CASH PROCEEDS. CUSTOMER AGREES TO PRODUCE OR EXECUTE ANY ADDITIONAL DOCUMENTS PERFORMANCE REQUESTS TO OTHERWISE PERFECT THE SECURITY INTEREST.

Customer agrees to provide Performance with current financial statements upon request. Customer authorizes Performance and its agents or assigns permission to make whatever credit inquiries it deems necessary in connection with this Credit Agreement, and to verify the information provided herein and to obtain credit reports on the applicant and any Guarantor, at its discretion. This permission continues until all credit extended has been paid in full. Any bank and business reference can accept this authorization to disclose to Performance and its agents or assigns, any of the Customer's information which would normally be released to a prospective creditor including: length of relationship with the party; average monthly balances; how the account is administered, and details of the lending relationship.

The individual executing this Credit Agreement below warrants that: (a) they are authorized to execute this Credit Agreement; (b) the information contained in this Credit Agreement is a true and correct statement of the financial condition of Customer, and (c) an email document or facsimile copy of this Credit Agreement shall be valid as the original. If any part of this Credit Agreement is held unenforceable, the remainder of this Credit Agreement shall not be affected and remain enforceable.

Printed Customer Name: _____ Printed Authorized Agent: _____
Authorized Agent Signature: _____ Title: _____ Date: _____

**IF CREDIT IS BEING OBTAINED FOR A CORPORATION, LLC, PARTNERSHIP LP OR LLP, THE PERSONAL GUARANTEE ON PAGE 3 MUST BE SIGNED.
PERSONAL GUARANTY**

Pursuant to the Credit Agreement, it is contemplated that Performance will be entering into a financial agreement with the Customer as a result of providing certain goods, materials, supplies and/or services; the undersigned ("Guarantor") is willing to or has an interest in this financial obligation; and, the undersigned has read the proposed guaranty and understands that Performance would be unwilling to enter into the Credit Agreement or the Master Agreement without this guaranty.

THEREFORE, the undersigned voluntarily makes the following guaranty:

1. The Guarantor unconditionally guarantees the faithful and full performance by the Customer of all terms and conditions of the Credit Agreement and Master Agreement. That in the event of default by the Customer or failure to faithfully perform any of the terms or conditions required of the Customer, including failure to make any payments, then the guarantor unconditionally promises to pay to Performance, in lawful money, all sums at any time due and unpaid under the Master Agreement or any Invoices plus costs of collection, including reasonable attorney fees with or without trial.
2. If there are joint Guarantors, the Guarantors are joint and severally liable, and each has an independent obligation.
3. Guarantor authorizes Performance, without notice or demand, without effecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment or other terms of the Agreement entered-into with the purchaser or any part thereof.
4. In the event that the obligation to which the Guarantor has guaranteed is increased or there is any type of forbearance on collection, the Guarantor's liability shall be unchanged. Guarantor agrees to consent to and execute any adjustments, amendments, modifications, forbearances, or other agreements entered into subsequent hereto.
5. Guarantor waives the right to require Performance to proceed against the primary obligor and waives the right to require Performance to proceed against or exhaust any security held by Performance prior to pursuing this guaranty.
6. The Guarantor waives any defense of the underlying Customer and any defense that the underlying Customer failed or otherwise did not assert, and waives any and all demands for Performance, notices of nonperformance or default, and notices of cancellation or forfeiture.
7. This obligation shall remain in force regardless of extensions of time of payments and shall not be affected by any surrender or release by Performance of any other security held by or for any claim hereby guaranteed.
8. In the event of default by Customer to make payments on any claims of Performance when due, Guarantor, without Performance having first to proceed against the Customer, agrees to pay on demand all sums due and to become due to Performance from the Customer, and all losses, costs, attorney's fees, or expenses which Performance may suffer by reason of Customer's default.
9. The guaranty is not affected or discharged by the death of the Guarantor and shall bind the Guarantor's heirs, personal representatives, successor trustee(s), administrators or assigns.
10. This is a continuing guaranty and shall remain in full force and effect so long as any amounts are due and owing to Performance.

SIGNATURES

Guarantor's Printed Name _____ Date _____

Guarantor's Signature _____

Guarantor's Printed Name _____ Date _____

Guarantor's Signature _____

Guarantor's Printed Name _____ Date _____

Guarantor's Signature _____