CREDIT APPLICATION AND AGREEMENT

Complete this application in full and submit to Young Supply Company. The applicant ("Applicant") hereby applies to Young Supply Company, on behalf of Heritage Distribution Holdings (creditor), for an extension of credit.

BUSINESS INFORMATION

Full Legal Name: ____

DBA (if any): ___________________________ Federal Tax ID: ___________

Billing Address: ____

City: ________________ State: _____ Zip: ________ Telephone: __________________

Shipping Address (if different): ______________________________________

City: ________________ State: _____ Zip: ________

BUSINESS STRUCTURE

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

Date Established: ___________ Annual Sales: $ ___________

Are You Tax Exempt? ☐ Yes ☐ No (if yes, attach exemption form)

Are Purchase Orders Required? ☐ Yes ☐ No Expected Monthly Purchases: $ ___________

Email Address for Electronic Invoices: _______________________________

If applicable, attach copy of CFC/EPA Certificate and State Contractor License.

TYPE OF BUSINESS (check all that apply)

☐ HVAC Service & Installation ☐ Refrigeration Service ☐ Mechanical / Commercial

☐ Industrial / Manufacturing ☐ Property Management / Institutional ☐ Other: ___________

PRINCIPALS OF ORGANIZATION

1. Name: ______________________ Title: _____________ Phone: _____________
   Email: ____
2. Name: ______________________ Title: _____________ Phone: _____________
   Email: ____

ACCOUNTS PAYABLE CONTACT

Name: ______________________ Title: _____________ Phone: _____________

Email: ____

SUPPLIER REFERENCES

1. Name: ______________________ Email: _____________ Phone: _____________
2. Name: ______________________ Email: _____________ Phone: _____________
3. Name: ______________________ Email: _____________ Phone: _____________

BANK INFORMATION

Bank Name: _______________ Account #: _____________ Contact: _____________

Address: ______________________________ Phone: _____________

AUTHORIZED TO PURCHASE (attach separate list if more than two)

1. Name: ______________________ Email: _____________ Phone: _____________
2. Name: ______________________ Email: _____________ Phone: _____________

Terms and Conditions

Applicant ("Purchaser") represents that all information provided in its Credit Application is true, complete, and not misleading, and is submitted to obtain credit from Heritage Distribution Holdings and its divisions ("Seller"). In consideration of the extension of credit, Purchaser agrees to the following terms and conditions.

Purpose and Parties: If approved, this document becomes the credit agreement between Purchaser and Seller (the "Credit Agreement"), as may be amended from time to time. It governs all of Purchaser's purchases of goods and services from Seller and incorporates any related invoices or agreements approved by Seller in writing. Except as to quantity ordered, no terms in any Purchaser purchase order, confirmation, or other communication will supplement or vary this Credit Agreement. No Seller agent or representative has authority to bind Seller to any terms not contained herein. Seller may terminate credit privileges at any time in its sole discretion, except as otherwise required by law.

Credit Approvals; No Assignments: Seller may set, increase, decrease, or terminate Purchaser's credit limit at any time in its sole discretion. Purchaser may not assign any rights under this Credit Agreement without Seller's prior written consent. A transfer of a majority of Purchaser's equity interest is deemed an assignment under this provision.

Events of Default: Each of the following is an "Event of Default": (a) failure to pay or perform any of Purchaser's obligations and liabilities to Seller (the "Obligations") when due; (b) any representation or warranty by Purchaser or any guarantor (each a "Guarantor"; together with Purchaser, the "Obligated Parties") proves false or misleading in any material respect when made; (c) any Obligated Party suspends business, generally fails to pay debts as they mature, becomes insolvent, or is subject to a voluntary or involuntary bankruptcy case; (d) any Obligated Party defaults on or accelerates any other material debt; (e) this Credit Agreement ceases to be enforceable or any Obligated Party contests its enforceability; or (f) death or incapacity of any Guarantor.

Remedies: Upon an Event of Default, Seller may, without notice, terminate credit privileges and declare all Obligations immediately due and payable, and Purchaser expressly waives notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest, and all other formalities. Upon an Event of Default under clause (c) (insolvency or bankruptcy), credit privileges terminate and the Obligations become immediately due and payable automatically, without notice or action by Seller. Seller may also exercise all other rights and remedies available at law or in equity.

Severability: Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.

Delivery: Purchaser is responsible for all delivery surcharges, shipping, handling, and manufacturer's charges added to invoices. Special orders (non-stock items) must be prepaid unless credit terms have been established.

Payments: Purchaser agrees to pay each invoice in accordance with the payment terms stated on that invoice. Past-due balances accrue a SERVICE CHARGE of 1% per month (or the maximum rate permitted by law, if lower). If an account is placed for collection, Purchaser is responsible for all costs of collection, including reasonable attorneys' fees. Delinquent accounts may be placed on C.O.D. or Do Not Sell status. Returned checks are subject to a $30 fee. Payment may be made by cash, check, money order, credit card (Visa, MasterCard, American Express, Discover), or EFT/ACH. A surcharge may be applied to credit card payments (debit card payments excluded). Seller may modify payment terms at any time if, in its sole discretion, Purchaser's ability to meet its obligations appears materially impaired; any such modification is in addition to Seller's other rights under this Credit Agreement.

Governing Law; Forum: This Credit Agreement is governed by the laws of the State of Georgia, without regard to its conflict-of-laws rules. The parties submit to the exclusive jurisdiction and venue of the federal and state courts located in Georgia, and Purchaser waives any right to transfer or challenge venue.

Limitation of Liability: Seller shall not be liable, in contract, tort, or otherwise, for any consequential, incidental, special, indirect, statutory, or punitive damages. Seller's total liability shall not exceed the purchase price paid for the goods or services giving rise to the claim. Claims for loss or damage in transit must be made directly with the freight carrier.

Returns: Stock merchandise may be returned within 90 days of purchase, in re-sellable condition (free of damage, defects, markings, or installation), with proof of purchase and prior authorization. Returns are subject to a minimum 15%

restocking fee. Non-stock and special-order merchandise is not returnable. If a manufacturer denies a warranty claim on goods Seller exchanged as an accommodation, Purchaser is liable for the replacement cost.

Right of Possession: For credit reasons or upon Purchaser's default, Seller may withhold shipments, recall goods in transit, and repossess goods held for Purchaser's account, without further proceedings. Any such goods become Seller's property upon Purchaser receiving full credit. This right is in addition to Seller's other remedies.

Indemnity: Purchaser shall indemnify and hold harmless Seller and its successors, assigns, employees, officers, directors, and agents from all claims, losses, damages, or injuries arising from the sale, use, possession, or disposition of any merchandise purchased hereunder, or from Purchaser's breach of this Credit Agreement.

Other Provisions: This Credit Agreement binds the parties and their successors and assigns. Purchaser certifies that credit is requested for business purposes only, not for personal, family, or household use. Any modification must be in writing and signed by Seller's authorized representative. If any provision is held unenforceable, the remaining provisions remain in effect and the unenforceable provision will be reformed to the minimum extent necessary to give effect to the parties' intent.

Acceptance of Terms and Conditions

Equal Credit Opportunity Act Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, provided the applicant has the capacity to enter into a binding contract, because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580. If your application for business credit is denied, your requested credit amount is not approved, your credit is reduced or terminated, or other adverse action is taken, you have the right to a written statement of specific reasons. To request one, submit a written request to: Credit Department, Heritage Distribution Holdings, 52000 Sierra Dr., Chesterfield, MI 48047, 586-948-4400, rachael.collier@youngsupply.com within 60 days of receiving notice of our decision; Seller will respond within 30 days after receiving your written request.

By signing below, Applicant: (a) authorizes Heritage Distribution Holdings and its divisions ("Seller") to investigate Applicant's credit with any supplier, financial institution, credit bureau, or credit reporting agency and releases those parties from liability for providing information to Seller; (b) represents that the information provided is true, complete, and not misleading, and agrees to promptly notify Seller in writing of any material changes in Applicant's business affairs; and (c) acknowledges receipt of, and agrees to be bound by, the attached Terms and Conditions.

Purchaser (Company Name): ____

Signature: ____ Date: _______________

Printed Name: ____________________________________ Title: _________________________

Personal Guaranty

In consideration of the extension of credit by Heritage Distribution Holdings and its divisions ("Seller") to the Applicant named above ("Purchaser"), and for other good and valuable consideration, the undersigned (jointly and severally if more than one, "Guarantor") absolutely, unconditionally, and irrevocably guarantees to Seller the full and prompt payment and performance of all present and future indebtedness, obligations, and liabilities of Purchaser to Seller, including purchases, service charges, collection costs, and reasonable attorneys' fees (the "Obligations").
This is a continuing guaranty of payment (not merely of collection) and remains in effect until all Obligations are paid in full. It is not affected by any bankruptcy, insolvency, reorganization, or similar proceeding involving Purchaser, or by any disaffirmance of the Credit Agreement. Seller may, without notice to or consent of Guarantor and without impairing this guaranty, extend time for payment, modify or compromise any Obligation, release or substitute collateral or other guarantors, and waive any default by Purchaser.

Guarantor waives notice of acceptance, presentment, demand, protest, nonpayment, and any other notice of any kind. Guarantor shall pay Seller's reasonable attorneys' fees and collection costs if Seller prevails in any action to enforce this guaranty. This guaranty is governed by Georgia law, and Guarantor submits to the exclusive jurisdiction of the federal and state courts sitting in Georgia. This guaranty binds Guarantor's heirs, executors, administrators, successors, and assigns, and inures to the benefit of Seller and its successors and assigns.

By signing below, each Guarantor authorizes Heritage Distribution Holdings and its divisions ("Seller") to obtain, use, and rely upon consumer reports regarding Guarantor, from time to time, for purposes of evaluating, establishing, maintaining, reviewing, collecting, or enforcing the credit relationship with Purchaser and this Personal Guaranty. Guarantor acknowledges that Guarantor's Social Security number and date of birth are requested for identity verification and consumer-report purposes and will be handled in accordance with applicable law.

GUARANTOR 1

Printed Name: ___________________________ Signature: ___________________________ Date: __________

Home Address: ____

City: ___________________________ State: ______ Zip: ____________ Phone: __________________

SSN: _____-____-_______ Date of Birth: ____/____/________

GUARANTOR 2 (if applicable)

Printed Name: ___________________________ Signature: ___________________________ Date: __________

Home Address: ____

City: ___________________________ State: ______ Zip: ____________ Phone: __________________

SSN: _____-____-_______ Date of Birth: ____/____/________

Attach a separate sheet for additional guarantors if needed.

UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION
(Issued by the Multistate Tax Commission)

To: Heritage Distribution Holdings (and its divisions)   Seller Address: ____________________________

I certify that:
Name of Firm (Buyer): ____
Address: ____
City: ____________________________   State: ______   Zip: ____________
is engaged as a:
( ) Wholesaler   ( ) Retailer   ( ) Manufacturer   ( ) Seller (California)   ( ) Lessor
( ) Other (specify): ____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting), and selling.
Description of business: ____
General description of tangible property or taxable services: ____________________________

State	State Registration, Seller's Permit, or ID Number of Purchaser

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: ______________________________   Title: __________________
Printed Name: ______________________________   Date: __________________

Note: This certificate is accepted by most states imposing sales or use tax. The following states do NOT accept it and require their own form: California, Hawaii, Illinois, Louisiana, Maryland, Massachusetts, Mississippi, New York, Virginia, Washington, West Virginia. Buyer is responsible for confirming that the states claimed above accept this certificate and for providing any additional state-specific documentation required.