



CREDIT APPLICATION INSTRUCTIONS

1. Please fill out the application completely.
2. You may use your standard form, however we will still need the Applicant and Principal/Officers section filled out completely, and the **Certification signed by the owner of the company.** Please note that the personal guaranty is optional.
3. THE STOCK MARKET® requires at least 3 references to respond to our requests for your monthly account to be processed.
4. Please send a copy of your tax exempt form. If you are in a state that does not charge tax please note that on your application.
5. If you have an order pending please fax your order along with the credit application. **Please include the name of the contact person.**
6. Please email your application to Credit.App@the-stockmarket.com or fax to (757) 989-2519. If you have any questions please call us at (800) 467-8625.

Thank you for your interest in THE STOCK MARKET®. By following these instructions we will be able to set your account up as quickly as possible.

We will contact you as soon as your account is set up and send you additional information in the mail.



Office Use Only: Plumbing HVAC Waterworks Fire & Fabrication New Applicant Update

Mail: _____ Fax: _____ Primary location of material purchases (required):#
 City _____ State _____

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

| | | | |
|----------------|-------|-----|--------|
| Name | | | Phone |
| Street Address | | | Fax |
| City | State | Zip | Mobile |
| Email | | | |

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

| | | | | |
|---|-------|---|---|---|
| All invoices and statements will be sent to the following email unless otherwise requested. | | | Are job names required? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Email Address (Required) | | | Are Purchase Orders Issued? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Sales Tax Exemption # | State | PLEASE ATTACH AN EXEMPTION CERTIFICATE FOR EACH STATE | Are you a small business, wholesale merchant or reseller? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other Billing Instructions | | | Federal Tax ID#/Employer ID# | |

D. ABOUT YOUR COMPANY (ATTACH 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"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop |
| <input type="checkbox"/> Multi-Family | <input type="checkbox"/> Plumbing | <input type="checkbox"/> HVAC R C | <input type="checkbox"/> Internet Reseller | |
| <input type="checkbox"/> Repair -Remodel | <input type="checkbox"/> Government | <input type="checkbox"/> Industrial PVF | <input type="checkbox"/> Segment Code / Other: _____ | |
| Estimate Monthly Purchases with Ferguson Enterprises, LLC | | | Surety / Bonding Company | Capacity |
| Date Business Started | No. of Employees | Date of Incorporation | State of Incorporation | DUNS No. |
| Type of License Held | State | Name of Holder | Number | Expiration Date |
| | | | | |

E. REFERENCES

| Type | Name | City / State | Phone | Fax | Account # |
|----------|------|--------------|-------|-----|-----------|
| Bank | | / | | | |
| Supplier | | / | | | |
| Supplier | | / | | | |
| Supplier | | / | | | |

F. MISCELLANEOUS

1. **ENTIRE AGREEMENT:** This Agreement is between Ferguson Enterprises, LLC 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 10th 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 |



AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

I, the undersigned, hereby authorize the following bank to release any and all credit information to:

THE STOCK MARKET, INC.[®]

So the processing of my Application of Credit may be completed in a timely manner.

Bank Name _____ Account # _____

Bank Fax # _____ Bank Telephone # _____

I understand that all information furnished to:

THE STOCK MARKET, INC.[®]

As a result of this authorization will be kept strictly confidential.

Company Name _____

Company Officer/Title _____

Signature of Officer _____

Date _____



Dear Customer:

This letter serves as notice of the position of The Stock Market, regarding the taxation of products shipped on your behalf to your customer (i.e. Drop Shipments). Due to the fact that Ferguson has nexus (physical presence) in all 50 states and the District of Columbia, we are required by those jurisdictions to collect sales tax at the applicable state and local rates.

The only exceptions to this requirement are as follows:

- 1) You are exempt from sales tax in the state where product is being shipped and you have provided us with a valid certificate of exemption.
- 2) The state where the product is shipped does not charge sales tax: Alaska, Delaware, Montana, New Hampshire, and Oregon.
- 3) The product is shipped to one of the 37 states listed below that grant an exemption for resale provided you hold a valid Resale Exemption in the state in which you operate:

| | | | | |
|----------|-----------|----------------|----------------|---------------|
| Alabama | Iowa | Nebraska | Oklahoma | Virginia |
| Arizona | Kansas | Nevada | Pennsylvania | Washington |
| Arkansas | Kentucky | New Jersey | Rhode Island | West Virginia |
| Colorado | Louisiana | New Mexico | South Carolina | Wisconsin |
| Georgia | Maine | New York | South Dakota | Wyoming |
| Idaho | Michigan | North Carolina | Texas | |
| Illinois | Minnesota | North Dakota | Utah | |
| Indiana | Missouri | Ohio | Vermont | |

In all other states, Ferguson is required by law to charge you sales tax. Thank you for your understanding and cooperation.

Commercial Credit Inquiry: Client Authorization Instructions

Commercial credit inquiries are requests for information sent by business credit managers to verify aspects of your accounts. Your financial institution uses Confirmation.com ensuring client account information remains secure, while processing credit inquiry requests related to your recent commercial credit application. Confirmation.com is trusted by more 4,000 financial institutions to process millions of confirmation and asset verification requests worldwide.

Providing Authorization

As part of this process, an electronic signature is required to authorize your financial institution to release account information relevant to your application. Please follow the simple steps below to provide authorization.

1 Receive Email Request

You will receive a system-generated email from Systems.Administrator@confirmation.com with a secure link to provide your signature.

2 Provide Digital Signature

Select the 'Sign Authorization' button, which will direct you to a unique authorization page to provide your signature using a mouse, a trackpad, or a finger/stylus on touchscreen devices.

3 Complete 'Client Authorization' Process

Select the 'Send' button to complete the 'client authorization' process allowing the creditor to initiate commercial credit inquiries to your financial institution on your behalf.



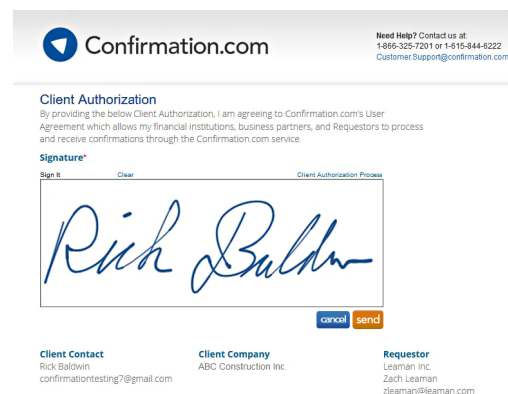
Your electronic authorization is required

Rick Baldwin,

Zach Leaman at Leaman Inc. requires an electronic signature to provide authorization to complete your credit application.

This authorization allows Leaman Inc. to request information deemed relevant to the completion of your credit application. **Without this authorization, Leaman Inc. cannot request or obtain information from third parties on your behalf using Confirmation.com.** You have 90 days to provide your authorization. [Read about our User Agreement here.](#)

Sign Authorization



The screenshot shows the Confirmation.com Client Authorization form. At the top, there is a Confirmation.com logo and a 'Need Help?' contact section with phone numbers (1-866-325-7201 or 1-615-844-6222) and an email address (Customer.Support@confirmation.com). Below this is the 'Client Authorization' heading, followed by a paragraph of terms: 'By providing the below Client Authorization, I am agreeing to Confirmation.com's User Agreement which allows my financial institutions, business partners, and Requestors to process and receive confirmations through the Confirmation.com service.' A 'Signature*' field contains a handwritten signature 'Rick Baldwin' in blue ink. Below the signature field are 'cancel' and 'send' buttons. At the bottom, there are three columns of information: 'Client Contact' (Rick Baldwin, confirmationtesting7@gmail.com), 'Client Company' (ABC Construction Inc.), and 'Requestor' (Leaman Inc., Zach Leaman, zleaman@leaman.com).