



940 Sherwin Parkway
 Suite 100
 Buford, GA 30518
 Phone: 678-482-9686
 Fax: 678-482-9719

H₂H Installed Solutions, L.L.C. - CREDIT APPLICATION

"Credit is a Privilege for Your Convenience"

DATE _____ SALESPERSON _____ MONTHLY PURCHASES _____

APPLICANT _____ CONTACT _____

MAILING ADDRESS _____

STREET ADDRESS _____

CITY & STATE _____ ZIP _____

BUS. PHONE # _____ FAX # _____ PAGER/MOBILE# _____

E-MAIL _____ TYPE OF BUSINESS _____ DATE STARTED _____

INCORPORATED _____ PARTNERSHIP _____ INDIVIDUAL _____ INDIVIDUAL BUILDING HOME _____

PRINCIPAL OWNER (S) OR OFFICER (S):

NAME	TITLE	HOME ADDRESS	SOC. SEC.	PHONE

BANK REFERENCES:

NAME	ACCT. #	TYPE	BRANCH	PHONE #	CONTACT

TRADE REFERENCES: (MAJOR SUPPLIERS—BUILDING MATERIAL, LUMBER, CONCRETE, MILLWORK, ETC)

NAME	PH #	NAME	PH #

EST. ANNUAL SALES \$ _____ NO. OF EMPLOYEES _____ EST. WORK IN PROGRESS \$ _____

TYPE JOBS: COMMERCIAL _____ RESIDENTIAL _____ APARTMENTS _____ JOB BONDED? YES ___ NO ___ BONDING CO. _____

NO. OF HOMES PER YEAR: _____ PRICE RANGE OF HOMES _____

% OF CONSTRUCTION FOR SPEC. _____% PRESOLD _____%

PURCHASE ORDER REQUIRED? YES ___ NO ___ NAMES OF PERSONS AUTHORIZED TO PURCHASED ON THIS ACCOUNT _____

PLEASE LIST ANY PREVIOUS ACCOUNTS WITH H2H, L.L.C.

INDIVIDUALS BUILDING THEIR OWN HOME, PLEASE COMPLETE BELOW IN DETAIL

STREET ADDRESS (FOR HOUSE, APTS, OR CONDOS) _____

SUBDIVISION _____ COUNTY _____ LOT NO. _____ BLOCK NO. _____

IS OWNED BY _____ ADDRESS OF OWNER _____

IS LOT PAID IN FULL () YES () NO COST OF LOT \$ _____

IF NOT PAID IN FULL, OWES WHOM? _____ PHONE NO. _____

IF PRESOLD, NAME OF PURCHASER _____

ESTIMATED COST EXCLUDING LOT? \$ _____ SQ. FEET _____ CONSTRUCTION LOAN: \$ _____ HEATED AREA _____

BANK _____ BRANCH _____ LOAN OFFICER _____ PH # _____

APPLICANTS SIGNATURE _____

(NO TITLES) BOTH PAGES MUST BE SIGNED

PLEASE ATTACH A FINANCIAL STATEMENT FOR ESTIMATED MONTHLY PURCHASE OF \$20,000 OR MORE



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H2H Installed Solutions, L.L.C.

TERMS – CONDITIONS – GUARANTEE

Applicant, to induce H2H Installed Solutions, L.L.C. ("H2H") to consider providing goods on credit to Applicant, hereby agrees for itself, its successors, and permitted assigns, that the following terms and conditions shall apply to all sales of goods (the "Goods") by H2H to applicant.

- Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which H2H may from time to time make inquiry to provide H2H such financial information, as H2H deems necessary to make credit decisions. H2H has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event H2H, in its sole discretion, finds Applicant's financial condition to be unsatisfactory.
- H2H will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to H2H within fifteen (15) calendar days from the date of such invoice of any objection to the Goods listed, the receipt thereof, that such purchase was unauthorized or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims, which it may assert against H2H, and/or to withhold payment to H2H based on a claim that H2H is indebted to Applicant. No claim asserted by Applicant against H2H shall relieve Applicant of its obligations to make timely payments to H2H.
- Except as otherwise set forth in a H2H invoice, payment is due by the 10th of the month following the end of the billing cycle, which is on the 25th of the month, or the previous Friday if the 25th falls on the weekend. Payments become past due after the next cycle close. Applicant agrees that discounts may only be earned if H2H is in receipt of payment by the 10th of each month. Applicant agrees that all amounts in past due shall bear interest at 1.5% per month pre- and post-judgment until paid and agrees to pay H2H, in addition to the amount due, attorneys' fees of fifteen percent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is given to an attorney for collection and also to pay any and all attorneys' fees and cost associated with post-judgment collection and lien preparation and recording fees. Applicant agrees that all payments shall be applied to Applicant's account as designated in writing and if not designated in writing then H2H shall apply said payment to the most outstanding invoices. This Agreement shall be deemed fully executed and performed in Gwinnett County, Georgia, and will be governed and construed in accordance with the laws of Georgia. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify H2H immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify H2H in writing of such failure of delivery, shortage, discrepancy or error within thirty days of Applicant's receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth day of the month succeeding purchase. Use of materials by Applicant shall constitute a waiver of any error in shipment or defect in material, which might have been determined by a prompt and diligent inspection thereof.
- Any waiver or non-enforcement by H2H of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term and H2H shall only be deemed to have given as much in writing executed by H2H providing for such waiver. If any provision of this Agreement is waived by H2H or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.
- This Agreement contains the entire agreement and understanding between H2H and Applicant with respect to the sale of Goods by H2H to Applicant (other than payment terms and delivery dates to be sent forth in H2H invoices), supersedes all prior agreements, commitments, representations and discussions between H2H and Applicant and is not assignable by Applicant without the prior written consent of H2H. No modifications, amendment or addition to this agreement will be binding on H2H unless such modification, amendment or addition is in writing executed by H2H. Without limitation of the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant to H2H, and the terms hereof shall control notwithstanding the terms of any such documents and shipments by H2H. The terms hereof shall not be altered or interpreted by reference to any course of dealing between H2H and Applicant or industry practice. Any action by Applicant instituted against H2H arising from Goods sold must be commenced within one (1) year from date of delivery of the subject Goods.
- H2H shall have a reasonable time after receipt of proper notice of rejection of nonconformity Goods or of revocation of acceptance of nonconformity Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by H2H in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant's account.
- Applicant is responsible for determining the Goods it chooses to purchase and for what purposes those Goods will be used and Applicant will not be relying on the skill or judgment of H2H to select or furnish Goods suitable for any particular purpose. H2H MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Applicant agrees that its sole and exclusive remedy against H2H or defective or nonconforming Goods shall be repair or replace of such Goods, or refund of purchase price, with the remedy to be selected by H2H in its sole discretion. Applicant hereby waives all other remedies, and in no event shall H2H be liable for any negligence or general, incidental, special, consequent or other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property or any other loss. H2H may deliver certain third-party manufacturer warranties to Applicant, but H2H shall have no liability under such warranties.
- The undersigned unconditionally personally guarantees the timely payment of all amounts due from Applicant to H2H and agrees to be jointly and severally liable with the applicant to H2H for any debt owed by the Applicant. The undersigned agrees to pay reasonable attorney's fees equal to 15% of the outstanding principal and interest owned by the Applicant in the event that the Applicant's account is placed with an attorney for collection. This personal guarantee may only be revoked in writing sent by certified mail to H2H. Said revocation shall not be effective as to any balance owned prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any an all other notices whatsoever.
- The undersigned waive(s) sufficient homestead exemption to cover the debt and/ or any collateral herein and further waives any other exemptions, which the undersigned may be entitled to by virtue of the constitution of laws of Georgia and the United States of America.

Signed in the presence of:

GUARANTOR (NO TITLES)

PRINT NAME

DATE

NOTARY PUBLIC

GUARANTOR (NO TITLES)

PRINT NAME

DATE

WITNESS