

FAIRFIELD HARDWARE LLC

CHARGE ACCOUNT AGREEMENT

In consideration of your selling merchandise to me (us) on Fairfield Hardware LLC Account Agreement, I (we) guarantee payment of the amounts purchased by me (us) on my (our) Fairfield Hardware LLC Account according to the following agreement.

1. I (we) have the privilege of paying full amount of all merchandise purchased within 15 days after receipt of your periodic statement and I (we) will not be charged a LATE CHARGE.
2. If I (we) do not pay the full amount for all merchandise purchased within 15 days from receipt of statement, the following terms shall be in effect:
 - A. I (we) will pay the time sale price for each item purchased consisting of:
 1. The cash sale price, and
 2. A LATE CHARGE will be added to my (our) account each month for any unpaid balance. We figure the late charge on your account by applying a 1 1/2% (ANNUAL PERCENTAGE RATE 18%) will be charged on any portion of the balance not paid in full by the due date. When the unpaid balance for a monthly billing period is \$67.00 or less the LATE CHARGE for that billing period will be 1 dollar instead of the amount computed. LATE CHARGES are subject to change with a thirty (30) day notice of the change.
 3. I (we) have the right to pay my (our) balance in full at anytime without incurring subsequent LATE CHARGE.
 - B. If I (we) fail to pay any payment in full when due, at your option the full balance shall become immediately due. It shall become immediately due. In the event any amount due Fairfield Hardware LLC hereunder is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, I (we) agree to pay all cost of collection, including without limitation reasonable attorney fees and all court cost.
 - C. Each payment shall be applied to merchandise and services as follows:
 1. First to unpaid LATE CHARGE; then first purchase shall be deemed the first paid.
3. Fairfield Hardware LLC is authorized to investigate my (our) credit record and report to proper persons and bureaus my (our) performance of this agreement. The information furnished on the adjacent application is submitted to Fairfield Hardware LLC for the purpose of obtaining credit, and I (we) understand that Fairfield Hardware LLC will rely upon this information in extending credit to me (us). I (we) hereby certify that this information is true, correct, and complete.
4. **Rules and Regulations of Certain States:**
 - A. No applicants may be denied credit on the basis of the applicant's sex or marital status.
 - B. The applicant may request the reason for rejection of his or her application for credit.
 - C. No person needs reapply for credit solely because of a name change in marital status unless the change in marital status has caused a deterioration in the financial position.
 - D. A person may have credit in any name permitted by law that he or she regularly uses and is generally known by as long as no fraud is intended thereby.
 - E. The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
5. **Federal Equal Credit Opportunity Act:**

The Federal Equal Credit Opportunity Act requires that all creditors, including banks, savings & loan associations, small loan companies, retail stores, and others, make credit immediately available to all credit worthy customers without regard to sex or marital status. Federal Agency which administers compliance with this law concerning this store is the Federal Trade Commission, Washington, D. C.
6. **NOTICE TO THE BUYER:**

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES YOU ARE ENTITLED TO A COPY OF THIS CONTRACT: KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
7. All payments and amounts due and owing on accounts by employees and subsidiaries accelerate and become due in full upon termination of employment. I agree to payroll deduction during employment, in the event the account becomes past due or termination of employment.

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Check Line of Credit Desired _____ 200 _____ 300 _____ 400 _____ 500 _____ other \$ _____

Name of firm or individual _____

Address _____ No. of years at this address _____

City, State, Zip Code _____ Telephone _____

The Following information must be filled out in full; and will be held in strictest confidence.

_____ Individual _____ Partnership _____ Corporation _____ Check here if incorporated within the last 12 months.

OWNERSHIP:

Name(s) of Principal(s)	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

FINANCE:

Bank _____ Phone _____

Bank officer _____ Address _____

REFERENCES:

Business name	Address	Phone
_____	_____	_____
_____	_____	_____

INDICATE WHO WILL BE AUTHORIZED TO USE THIS ACCOUNT:

_____ Yourself & Spouse _____ Yourself only _____ Anyone _____ Anyone with PO # _____ Will be mailing in list of names

INDICATE WHO WILL BE RESPONSIBLE FOR PAYMENTS (All Responsible Parties Must Sign Charge Agreement):

_____ Yourself only _____ Yourself & Spouse _____ All Principal(s)

WHO SHOULD FAIRFIELD HARDWARE LLC REPORT CREDIT O _____ Yourself only _____ Yourself & Spouse _____ All Principal(s)

Check here _____ if cash sales are okay until credit is approved.

We certify that all information on this form is correct; and that we fully understand your credit terms listed on both sides of this Agreement and agree to the proper payment in consideration of extended credit.

Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

OFFICE USE ONLY Please do not write in the space below OFFICE USE ONLY

References checked by _____ Credit approved, by _____ Credit refused, by _____ Date _____

Reference results _____