



Account Application

Fax: 1.866.634.6747

Phone: 281.983.6300

Email: NewAcctApp@Lowe'sProSupply.com

TRADE NAME:		NUMBER OF UNITS:	PHONE:
MANAGEMENT COMPANY/OWNER NAME:		FEE MANAGED ONLY <input type="checkbox"/>	PHONE:
LEGAL ENTITY NAME:			FAX:
PLEASE SELECT ONE: <input type="checkbox"/> OWNER <input type="checkbox"/> MANAGER <input type="checkbox"/> BOTH <input type="checkbox"/> COURT APPOINTED TRUSTEE <input type="checkbox"/> OTHER _____			
REIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	PUBLICLY TRADED (SYMBOL _____) <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER _____		
COUNTRY:	FEIN:	DATE OF ACQUISITION:	SALES TAX EXEMPT? If "Y," a valid state tax exempt form must be attached. <input type="checkbox"/> Y <input type="checkbox"/> N
DELIVERY ADDRESS:	CITY:	STATE:	ZIP:
BILLING ADDRESS (if different from above):	CITY:	STATE:	ZIP:
NAME OF PRIMARY CONTACT:		TITLE:	PHONE:
PRIMARY CONTACT EMAIL ADDRESS:			FAX NUMBER:

CONTACTS

A/P CONTACT:	EMAIL ADDRESS:	PHONE:	FAX:
COMMUNITY ADDS/DELETES:	EMAIL ADDRESS:	PHONE:	FAX:
TECHNOLOGY SUPPORT:	EMAIL ADDRESS:	PHONE:	FAX:

ACCOUNT DETAILS

GPO Membership: <input type="checkbox"/> YES <input type="checkbox"/> NO	ORGANIZATION NAME:	IDENTIFIER OR ID#:
PO Number Required: <input type="checkbox"/> YES <input type="checkbox"/> NO	Vendor Agreement Required: <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please forward via email to: creditApp@Lowe'sProSupply.com	
Alternate preferred payment options:	<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> ACH/ELECTRONIC TRANSFER <input type="checkbox"/> 3RD PARTY PROCESSOR (If so, please identify: _____)	
INVOICE/STATEMENT EMAIL OPTION: <i>If preferred method of delivery, please provide valid email address.</i>	Would you like information on our Lowe's Pro Supply Purchase Card Program? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	EMAIL ADDRESS:	

**If line requested exceeds \$10,000 - Please attach a copy of purchaser's most recent financial statement.*

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining an account and agrees to the Terms and Conditions of Sale of Seller on reverse side and any changes to those terms, which may occur in the future; and further acknowledges and agrees that applicant is authorized to bind itself and its principal in accordance with the terms herewith; all of which are herein incorporated by reference. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations for the purpose of investigating the Purchaser's business and its eligibility for an account. The undersigned consents to an investigation into the creditworthiness of the Purchaser.

SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

The undersigned, to induce the granting of an account to the abobe-named firm, hereby PERSONALLY GUARANTEES all indebtedness hereunder. This Guaranty is a guaranty of payment and not of collection, and Seller may enforce this Guaranty and seek payment from the undersigned guarantor, and guarantor will pay the amounts under this guaranty, irrespective of collections efforts, if any, against, the above-named firm. I further agree that this guaranty is an absolute, completed and continuing one and no notice of this indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be re-arranged, extended and/or renewed without notice to me. That I will, within five (5) days from date of notice that the account is past due, pay the amount due. I hereby authorize the Seller to investigate the information provided pertaining to my credit and financial responsibility.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

PERSONAL GUARANTY

TERMS AND CONDITIONS OF PURCHASE

Parties.

All references in this document to "Seller" shall include each affiliate, subsidiary or division of Lowe's Pro Supply whether or not specifically identified herein.

Entire Agreement and Authorization: Consent.

All sales made by Seller are subject to these Terms and Conditions of Purchase ("Terms"), which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these Terms shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these Terms shall be made by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these Terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein, except any negotiated purchase price, when applicable.

Purchaser hereby consents to receiving communications from Seller and/or its affiliates via email, phone, texting and/or any other means of electronic communication. Purchaser's acceptance of these Terms on any electronic device used by Purchaser to access its account and view electronic documents constitutes Purchaser's acceptance on all electronic devices used by Purchaser.

Pricing.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, tariffs, or other governmental taxes or charges ("Taxes") payable by Seller to any Federal, State or local authorities. Any Taxes now or hereafter imposed upon sales to Purchaser will be added to Purchaser's final invoice. Purchaser agrees to reimburse Seller for any such Taxes or to provide Seller with an acceptable Tax exemption certificate. Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's reasonable control.

Disclaimer of Warranties: Limit of Liability.

Goods not manufactured by Seller are warranted only to the extent and in the manner warranted to Purchaser by the original manufacturer of such goods. Seller will, to the extent permissible, pass through to Purchaser any available warranties and provide all available (including extended) applicable original equipment manufacturer and additional warranties for the goods.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO PURCHASER FOR ANY GOODS MANUFACTURED BY SELLER, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT, TORT, PURSUANT TO STATUTE, OR OTHERWISE, ARE EXPRESSLY LIMITED TO STORE CREDIT OR REPLACEMENT OF THE DEFECTIVE GOOD(S). SELLER MUST BE GIVEN WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY PURCHASER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. PURCHASER'S FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST, CONSTITUTES A WAIVER OF PURCHASER'S EXCLUSIVE REMEDIES. SELLER'S RESPONSIBILITY TO REPLACE ANY DEFECTIVE GOOD(S) IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN REPLACEMENT GOODS FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS.

PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AGGRAVATED, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY WAY ARISING FROM THE PURCHASE, SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THESE TERMS, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser. Purchaser agrees Purchaser's acceptance shall not be based on any interpretation by Seller. Purchaser further agrees Purchaser shall be required to obtain any final approval(s) required from any architects, engineers or other third parties.

Invoices:

Payment terms on any Invoice for goods sold pursuant to these Terms are net 30 days. Payment is due in the form of cash, check, or money order. Payment of Invoices are due and payable at P.O. Box 301451, Dallas, Dallas County, Texas 75303-1451. More specifically, Purchaser agrees to pay Seller's Invoices at Seller's lock box located at P.O. Box 301451, Dallas, Dallas County, Texas 75303-1451. Purchaser hereby expressly agrees and consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Purchaser by any commercially reasonable electronic means in accordance with applicable provisions of the Uniform Commercial Code, and Purchaser further authorizes any bank or other financial institution on which any such check or payment order is drawn or through which such check or payment order is payable to make payment pursuant to such check or payment order directly to Seller or for credit to Seller's account by electronic funds transfer. Late charges on unpaid Invoices shall accrue at a rate of one and one-half percent (1.5%) per month.

Indemnification: Miscellaneous.

In the event Purchaser fails to pay its invoice for the goods purchased, Purchaser shall reimburse Seller for all fees, costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred pre-suit through trial, on appeal or in any administrative proceedings brought as a result of the commercial relationship between them.

Any cause of action which Seller may have against Purchaser may be assigned by Seller to any affiliate of Seller without the consent of Purchaser.

Purchaser and Seller agree that any legal action brought as a result of the business relationship between Purchaser and Seller shall be brought in the venue of the state where the sales from Seller to Purchaser occurred, where Purchaser is located, or in the venue of Seller's election. Purchaser waives any and all objections which Purchaser may have relating to venue.

When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on these Terms and Conditions of Purchase.

Returns.

No store credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. As stated above, Seller must be given the opportunity to inspect any allegedly damaged or defective goods, and if requested by Seller, the allegedly damaged or defective goods must be returned to Seller. Failure to give the required notice within the time provided, or failure to return allegedly defective goods to Seller following Seller's request constitutes a waiver of all claims against Seller.

Seller's responsibility ceases upon issuance of any bill of lading or Purchaser's taking possession of the goods, whichever first occurs. Seller shall not be responsible for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller.

Notwithstanding the foregoing, the below pertains solely to purchases from Lowe's and not any other affiliate, subsidiary or division of Lowe's Pro Supply.

All purchases of Lowe's in-store or online goods must be returned to a Lowe's store. Purchaser must present a valid receipt and original form of payment. See Lowe's return policy (excerpt below) for further term and conditions.

If you're (Purchaser) not completely satisfied with your Lowe's purchase, simply return the merchandise to any Lowe's store in the US. Most new, unused merchandise can be refunded or exchanged with proof of purchase within 90 days of the original purchase date. Some exceptions to the standard policy exist. See policy exceptions on Lowes.com.

5% Discount:

*Subject to LPS Account approval. Get 5% off your eligible purchase or order charged to your Lowe's Pro Supply Purchase Card. Valid for purchases in US stores, on Lowes.com and LowesForPros.com. Customer must pay applicable sales tax. Offer can't be used in conjunction with or on: (i) any other promotion, discount, markdown, coupon/barcode, rebate or offer, including any Lowe's volume or special discount programs (such as but not limited to, Contractor Pack, Buy in Bulk, Quote Support Program ("QSP"), Special Value, New Lower Price, Was:Now, Military Discount, Employee Discount, and Lowe's price match guarantee); (ii) associate discretion price adjustments; (iii) any services (such as but not limited to, extended protection/replacement plans; shipping, delivery, assembly or installation charges); (iv) fees or taxes; (v) previous sales; (vi) gift cards; or (vii) Weber or Kichler products. We reserve the right to discontinue or alter the terms of this offer at any time.

Reduced Delivery:

*Reduced delivery rates available for Lowe's Pro Supply Purchase Card. Not combinable with 5% Every Day Offer. Visit the ProServices desk to get started.