



DATE _____

CREDIT APPLICATION

LEGAL NAME _____ PHONE _____

SHIPPING ADDRESS _____ FAX _____

BILLING ADDRESS _____ WEB SITE _____
PHONE FAX E-MAIL

CUSTOMER CONTACT _____
PHONE FAX E-MAIL

A/P CONTACT _____

CORPORATION PARTNERSHIP PROPRIETORSHIP LLC/LLP

STATE OF INCORPORATION _____

PRINCIPALS, OWNERS OR MEMBERS:
NAME & POSITION

HOW LONG IN BUSINESS? _____ ARE PURCHASE ORDERS REQUIRED? _____

ESTIMATED ANNUAL PURCHASES \$ _____ CREDIT LINE REQUESTED \$ _____

BANK INFORMATION

BANK CONTACT PHONE FAX E-MAIL

TRADE REFERENCES

COMPANY ADDRESS PHONE FAX E-MAIL

- 1) _____
- 2) _____
- 3) _____

D&B # _____ BUYING GROUP AFFILIATION (List Group) _____

FINANCIAL STATEMENTS AND SALES TAX EXEMPTION CERTIFICATES ARE REQUIRED WITH THIS CREDIT APPLICATION. ANNUAL UPDATES REQUIRED THEREAFTER. A. O. Smith Corporation ("A.O. Smith") agrees it will treat this information as confidential and will strictly limit its' use for evaluation of credit or insurance purposes only.

Standard terms of sale are 2% 10th Prox, Net 25th. In consideration of open account terms with A.O. Smith, applicant agrees to all terms and conditions set forth herein. This application and information contained herein is accurate and is a request for the extension of credit. A.O. Smith reserves the right to withdraw credit privileges at any time. If account is not paid within terms, A.O. Smith has the option of placing the account on credit hold, close the account and/or accelerate payment. The applicant authorizes A.O. Smith to obtain written or oral credit reports from any credit reporting agency. The applicant authorizes any bank or business with which the applicant has current or previous experience to give any and all necessary information to A.O. Smith which will assist in the credit investigation. The applicant also grants permission for A.O. Smith to obtain a personal credit report. Applicant hereby agrees to pay all collection fees, including court costs and attorney fees should this account be placed for collection at any time for any reason. A.O. Smith reserves the right to charge up to 1 1/2 % per month on any unpaid balance.

Buyer grants A.O. Smith a purchase money security interest in the items sold hereunder whether including, but not limited to, equipment, inventory, fixtures and/or general intangibles shipped by A.O. Smith at any time, including all accessions to and replacements thereto, accounts and accounts receivables and all proceeds thereof (collectively, the "Collateral") to secure the payment of the purchase price of such Collateral. Buyer grants A.O. Smith a limited power of attorney to file one or more financing statements signed by A.O. Smith on behalf of Buyer and authorizes A.O. Smith to use a copy of this agreement as an exhibit to any financing statement. Buyer agrees to cooperate fully with A.O. Smith in executing any additional documents, instruments, financing statements or amendments thereto as A.O. Smith may request to perfect or continue the security interest created by this agreement.

Signature _____

Date _____

Print Name and Title _____



PERSONAL GUARANTY

The undersigned do hereby individually guaranty the payment of the account of the above-mentioned applicant in the event this account becomes delinquent, whether secured or unsecured and regardless of how the indebtedness is represented or incurred and regardless of prior notice, demand or pursuit of remedies against the party primarily liable. The undersigned agrees to any extension or alteration of any obligation and guarantees such with or without notice. Guarantor does hereby grant a security interest in all goods sold, and agree to pay all reasonable costs, expenses and collection fees including attorney fees and interest. Guarantor agrees that the signing of this document grants permission to pull a personal credit report on the guarantor. Each of the undersigned may terminate his/her obligation of future indebtedness by notifying the A.O. Smith credit department by certified mail at 500 Tennessee Waltz Pkwy, Ashland City, TN 37015. Such notification will not release the guarantor from indebtedness prior to the receipt of the termination and will only apply to the guarantor signing the termination.

Guarantor _____ Witness _____
Home Address _____ SSN _____
_____ Date _____
Home Phone _____

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Home Address _____ SSN _____
_____ Date _____
Home Phone _____

A.O. SMITH DOES NOT DISCRIMINATE IN THE GRANTING OF CREDIT BASED ON RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE.

INTERNAL USE ONLY

ACCOUNT TYPE: [] Full-Line Distributor [] Special Industry [] Parts Distributor [] Service Provider [] Water Systems
[] National Accts [] OEM [] Export [] Retail [] Other _____

REGIONAL SALES MGR _____ SALES REP & NO. _____

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APPROVAL: INITIALS DATE
Regional Sales Manager Approved _____
Director of Sales Approved _____
Vice-President of Sales Approved _____
CFO Approved _____