



Hardman Supply Company
Retail Credit Application and Security Agreement

Instructions for Filling Out This Form:

- 1) Read and understand the attached security agreement. This is a legally binding document.
- 2) Fill out the credit application.
 - a) You may fill out the application from within your browser using Adobe Acrobat Reader software. Simply click in the area you want to complete and begin typing information. Once you have completed the application, print a copy and sign the bottom of the form.
 - b) Alternatively, you may print the entire form out and fill it in by hand. Once you have completed the application, sign the bottom. Please note that the first method is preferred as it ensures that all received applications can be easily read.
- 3) Mail or fax your completed application back to us.
Hardman Supply Company
Attn: Credit Manager
102 Court Street
Spencer, WV 25276

-or-

Fax: (304) 927-4702

Hardman Supply Company Credit Application and Security Agreement

In this Agreement and in the Initial Disclosure Statement (hereinafter "Agreement"), "I", "me", "mine", "my", "our", "we", and "us", means each and all of those who sign this Agreement and all others given the privilege of using the account established with Hardman Supply Company. "You", "your", "yours", and "Hardman's", means Hardman Supply Company, its successors and assigns. "Outstanding Balance" means the total amount I owe you from time to time under this Agreement. "Credit Limit" means the total dollar amount from time to time under this Agreement. "Available Credit" means the total dollar amount between the outstanding balance and my credit limit. For all charges made to my Hardman Supply Company account (hereinafter "account"), I agree to the following terms and conditions:

- SCHEDULE OF PAYMENTS.** I agree to pay you each month:

If "new balance" is:	Monthly payment required is:
less than \$25.00	Balance of Account
\$25.01 to \$200.00	\$25.00
\$200.01 to \$2499.99	12 ½ % of "new balance" rounded up to the next multiple of \$5.00
Over \$2,500.00	Balance of account due in full 10 th of month following statement
- OPTION TO PAY IN FULL EACH MONTH TO AVOID ALL FINANCE CHARGES.** I have the right each month to pay the total balance on my account. If I do so within thirty (30) days (28-29 days for February statement) of my billing date, no FINANCE CHARGE will be added to the account for that month. The billing date will be shown on a statement sent to me each month. The total balance on the billing date will be called the new balance on my monthly statement.
- OPTION TO PAY INSTALLMENTS TOGETHER WITH A FINANCE CHARGE.** If I do not pay the total balance in full each month, I agree to make at least a minimum monthly payment within thirty (30) days (28-29 days for February statement), of the billing date shown on my monthly statement in accordance with the schedule of payments set forth above.
- FINANCE AND OTHER CHARGES.** I agree to repay all of my obligations under this Agreement including all Finance Charges and other charges and fees disclosed herein that apply.
- DEFAULT.** I will be in default under the terms and conditions of this Agreement if (a) I do not make a minimum monthly payment as and when due; (b) I violate any part of this Agreement; (c) I furnish you with any false or misleading information; (d) I die or become incompetent; (e) I become insolvent or bankrupt; (f) Anything else happens which gives you reason to doubt that I can or will pay the full amount I owe you. If I am in default, the full amount that I owe under this Agreement will, at your option, become immediately due and payable.
- CHANGE OF TERMS – CANCELLATION.** You have the right to change any term or part of this Agreement by sending me a written notice including the right to change my credit limit from time to time and cancel this Agreement as it relates to future purchases.
- AUTHORIZED BUYERS.** This Agreement controls all charges made on the account by me or any person I authorize to use the account.
- CREDIT INVESTIGATION AND DISCLOSURE.** You have the right to investigate my credit, employment and income records, and the right to verify my credit references and report the way I pay this account to credit bureaus and other interested parties.
- ACCOUNT SUBJECT TO APPROVAL OF HARDMAN SUPPLY COMPANY.** This Agreement and all charges on the account are subject to the approval of Hardman Supply Company. The Agreement will be considered to be approved when Hardman Supply Company allows me to use the account or provides other notice of approval to me.
- ASSIGNMENT OF ACCOUNT – PROTECTION OF BUYER'S RIGHTS.** I understand the account may be sold or assigned by you to another creditor without further notice to me. If so, the notice below, which is required by Federal law, is intended to protect any claim or right I have against you.
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES

WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE 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.

- SECURITY INTEREST IN GOODS.** I hereby give Hardman Supply Company a security interest under the Uniform Commercial Code in all merchandise charged to the account. If I do not make payments as agreed, the security interest allows Hardman Supply Company to repossess only the merchandise which has not been paid in full. After notice Hardman Supply Company may sell any repossessed goods and apply the proceeds, minus expenses of sale, to my account, and I will be responsible for any deficiency. I am also responsible for any loss or damage to the merchandise until the price is fully paid. Any payments I make will first be used to pay any unpaid Finance Charges, and then to pay for the earliest charges on the account. If more than one item is charged on the same date, my payment will apply first to the lowest paid item. I also agree not to sell, offer for sell, transfer, or dispose of the goods in which you have security interest without your prior written consent. I further agree to maintain the goods in good order and repair at all times and will not waste or destroy the goods in which you hold a security interest upon my default. I warrant that the goods are consumer goods which is to say that they are used or bought for use primarily for personal, family, or household purposes.
- ERRORS OR INQUIRES ON MONTHLY STATEMENTS.** Notice: See accompanying statement for important information regarding your right to dispute billing errors.
- MISCELLANEOUS.** If more than one of us signed this Agreement, each of us are individually obligated for all payments due under this Agreement. This Agreement shall be governed by West Virginia law. Any notices you give to me shall be considered given when placed in the United States mail, postage prepaid and addressed to me at the address provided below. Anything in this Agreement to the contrary notwithstanding, I shall be entitled to a Notice of Right to Cure Default prior to your declaring the full amount I owe under this Agreement immediately due and payable.
- I shall hold Hardman's owners, officers, and employees harmless from all loss, damage, claim or lien for damages to property and injury to myself or another person(s) including legal fees, medical, doctor, emergency services or other expenses and any and all consequential or incidental damages as a result of improper installation, usage, transport, handling, or other in connection with any goods purchased.

INITIAL DISCLOSURE UNDER THE FEDERAL TRUTH IN LENDING ACT

If I do not pay the entire new balance within thirty (30) days (28 days for February statements) of the monthly billing date, a FINANCE CHARGE will be added to the account for the current monthly billing period. The FINANCE CHARGE will be 1.75% per month ANNUAL PERCENTAGE RATE OF 21% on the average daily balance. The minimum monthly finance charge is \$1.00.

Hardman Supply Company will determine each day's outstanding balance in the monthly billing period and divide the total of these daily balances by the number of days in the monthly billing period. The result is the average daily balance. The average daily balance is then multiplied by the monthly periodic rate to determine amount of the Finance Charge. Hardman Supply Company will include the current month's charges, but will not include the unpaid Finance Charges, if any, when determining a daily balance. All payments and other credits will be subtracted from the previous day's balance.

Hardman Supply Company will acquire a security interest in all merchandise charged to the account in accordance with the terms and conditions set forth above.

NOTICE TO BUYERS. Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the paper you sign. You have the right to pay in advance the full amount due.

MY RIGHTS AND YOUR RESPONSIBILITIES
AFTER HARDMAN SUPPLY COMPANY
RECEIVES MY WRITTEN NOTICE.

Hardman's must acknowledge my letter within 30 days, unless it

has corrected the error by then. Within 90 days, Hardman's must either correct the error or explain why the Statement was correct.

After Hardman's receives my letter, Hardman's cannot try to collect any amount I question, or report me as delinquent. Hardman's can continue to bill me for the amount I question, including finance charges, and can apply any unpaid amount against my credit limit. I do not have to pay an questioned amount while Hardman's is investigating, but I am still obligated to pay the parts of my Statement that are not in question.

If Hardman's find that it made a mistake on my Statement, I won't have to pay any finance charges related to any questioned amount. If Hardman's didn't make a mistake, I will have to pay finance charges and I will have to make up any missed payments on the questioned amount. In either case, Hardman's will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that Hardman's thinks I owe, Hardman's may report me as delinquent. However, if Hardman's explanation does not satisfy me and I write to Hardman's within ten days stating that I still refuse to pay, Hardman's must tell anyone it reports me to that I have a question about my Statement. And, Hardman's must tell me the name of anyone it has reported me to. Hardman's must tell me anyone it reports me to that the matter has been settled between me and Hardman's when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

FAIR CREDIT BILLING ACT DISCLOSURES

Your Billing Rights

- Keep This Notice For Future Use -

This notice contains important information about my rights and Hardman Supply Company's, hereinafter "Hardman's", responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY HARDMAN'S IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my Statement is wrong, or if I need more information about a transaction on my Statement, I should write Hardman's on a separate sheet at the address listed on my statement, or at 102 Court Street, Spencer, West Virginia 25276. I should write Hardman's as soon as possible. Hardman's must hear from me no later than 60 days after the date of the first Statement on which the error or problem appears. I can telephone Hardman's but doing so will not preserve my rights.

In my letter, I must furnish the following information:

- My full name and account number
- The dollar amount of the suspected error
- I must describe the error and explain, if I can, why I believe there is an error

If I need more information, I should describe the item I am not sure about.

If I have authorized Hardman's to pay my statement automatically from my checking or savings account, I can stop payment on any amount I think is wrong. To stop the payment, my letter must reach Hardman's three business days before the automatic payment is scheduled to occur.



Retail Credit Application

Approved accounts may be used at all seven locations. Which location do you usually shop? _____

General Information – (Please Print All Information)

First name - applicant		Middle Initial		Last Name	
First name – co-applicant		Middle Initial		Last Name	
Social Security number - applicant		Social Security Number – co-applicant		Marital Status <input type="checkbox"/> 1-Married <input type="checkbox"/> 2-Unmarried <input type="checkbox"/> 3-Separated	
Phone number		Birth date - applicant		Birth date – co-applicant	
Present address – Street, box, RR		City		State Zip	
					How long at this address?
Employer – applicant		Position		Employer phone	
				Date of employment	
				Monthly take home pay \$	
Employer – co-applicant		Position		Employer phone	
				Date of employment	
				Monthly take home pay \$	
Other income (source)					Monthly take home pay \$
<input type="checkbox"/> 1-Renting	<input type="checkbox"/> 3-Own	Cost \$	Value \$	Mortgage company/landlord	Balance \$
<input type="checkbox"/> 2-Mobile Home	<input type="checkbox"/> 4-Live with parents				Payment/rent \$
				Auto-1	Model
					Clear <input type="checkbox"/> Not Clear <input type="checkbox"/>
AMOUNT OF CREDIT YOU DESIRE \$ _____				Auto-2	Model
					Clear <input type="checkbox"/> Not Clear <input type="checkbox"/>

Bank Accounts (Include Co-Applicant's, If Joint Account Requested)

Bank Branch	Account In The Name Of	Checking	Savings	Loan
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Credit References (Include Co-Applicant's, If Joint Account Requested)

Credit Cards (Include Loan Or Finance Companies, Car Payments, Mortgages)			
Firm Name	Location	Account/Loan Number	Account loan in the name of
1.			
2.			
3.			
Are there any unsatisfied judgments against you? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, To Whom _____			
Have you been declared bankrupt in the last 7 years? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ Year _____			

Personal Reference

Name of person not living at address of applicant or co-applicant	Relationship to applicant	Present residence address (street/city/state)	Phone number

Your signature(s) mean(s) that you have read, understood, and agree to the terms of the Retail Credit Agreement.

Applicant's Signature

Date

Co-Applicant's Signature

Date

APPLICATION MUST BE COMPLETED IN FULL. NO APPLICATION CAN BE PROCESSED WITHOUT SIGNATURE.

Check here if you prefer statements sent by e-mail. E-mail address: _____