



Comfort Control Supply North, LLC
 dba: Johnstone Supply of Traverse City
 Johnstone Supply of Petoskey

TRAVERSE CITY: 1666 Northern Star Drive
 Traverse City, MI 49696 / 231-935-4444
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 PETOSKEY: 105 E Sheridan Street
 Petoskey, MI 49770 / 231-347-4440

COD ACCNT

johnstonesupply.com

ALL SECTIONS MUST BE COMPLETED IN FULL FOR YOUR APPLICATION TO BE CONSIDERED.

ALL OFFICERS, MEMBERS, PARTNERS, PRINCIPALS OR PROPRIETORS ARE REQUIRED TO SIGN APPLICATION, TERMS AND CONDITIONS, AND GUARANTY.

Submit completed application by e-mail to credit@jswmi.com

Business information:		Complete legal business name needed	
Business name			Federal tax ID #
DBA name	Phone	Fax	
Address	Key contact name	Cell	
Address / State / Zip code / County	Email		
Business type <input type="checkbox"/> Corporation <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Subchapter S <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability. Year established:		Years with present ownership:	
Business Type (check all that apply): <input type="checkbox"/> Add-On/Replacement <input type="checkbox"/> New Construction <input type="checkbox"/> Service <input type="checkbox"/> Commercial <input type="checkbox"/> Residential			
Monthly Credit Desired	Number of Techs Employed	Number of Trucks/Vans Utilized	
Key Contact information:			
Principal #1 Name: First / Middle / Last			Title
Principal #2 Name: First / Middle / Last			Title
Principal #3 Name: First / Middle / Last			Title
A/P Name: First / Last		Email	Phone
Email for Invoices & Statements			
Salex Tax Certificate:			
Please provide form if tax exempt. (Michigan Form 3372)			
Liability Insurance:			
Policy Carrier		Policy Number	
License Information:			
Residential Builder or Residential Maintenance and Alteration Contractor License #s			Exp. Dates
Trade licenses required by state law and/or local codes: <input type="checkbox"/> Plumbing License #s <input type="checkbox"/> Electrical License #s			
<input type="checkbox"/> Mechanical/HVAC License #s			
Types/Classifications: <input type="checkbox"/> Class 1 - Hydronic heating and cooling and process piping; <input type="checkbox"/> Class 2 - HVAC equipment; <input type="checkbox"/> Class 3 - Ductwork; <input type="checkbox"/> Class 4 - Refrigeration;			
<input type="checkbox"/> Class 5 - Limited heating service; <input type="checkbox"/> Class 6 - Limited refrigeration and air conditioning service; <input type="checkbox"/> Class 7 - Unlimited heating service; <input type="checkbox"/> Class 8 - Unlimited refrigeration and air conditioning service; <input type="checkbox"/> Class 9 - Fire Suppression; <input type="checkbox"/> Class 10 - Specialty			
Are you a heating and cooling contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No (You must provide Johnstone Supply with a copy of your EPA card / Refrigeration Certificate.)			
Promotional / Advertising Consent:			
By signing this application you give consent to receive promotional advertising notices via phone, fax and email.			

Location you will primarily buy from? Traverse City Petoskey

I UNDERSTAND AND ACCEPT THE CREDIT TERMS AND CONDITIONS AND ACCEPT FULL RESPONSIBILITY FOR ALL CHARGES.

Principal signature: _____ Print name: _____ Date: _____

Principal signature: _____ Print name: _____ Date: _____

Principal signature: _____ Print name: _____ Date: _____

Please note, stamped signatures are not accepted.



TERMS AND CONDITIONS

_____ (enter customer name), hereinafter referred to as "Customer." Customer requests that Comfort Control Supply Co., Inc. dba JOHNSTONE SUPPLY ("JOHNSTONE"), sell parts, material, and equipment (collectively referred to as "Product" or "Products") on account, in consideration of which the Customer and JOHNSTONE agree as follows:

ACCEPTANCE. All transactions are exclusively governed by the Terms and Conditions herein, as posted on JOHNSTONE'S website: www.johnstonesupply.com, and the terms and conditions stated on invoices, statements, pick-tickets and delivery tickets (collectively referred to as the "Terms and Conditions"). JOHNSTONE rejects any terms or conditions referenced in Customer's purchase orders or other documents, that are in any way inconsistent with the Terms and Conditions. Customer acknowledges and agrees that these Terms and Conditions are incorporated in, and are a part of, each contract, agreement, account, purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed verbally, in written or electronic form, relating to the Products and/or services to be provided by JOHNSTONE to Customer, and that JOHNSTONE's acceptance of Customer's offer to purchase is made conditional upon the incorporation of these Terms and Conditions into the contract. Customer shall be deemed to have accepted the contract including the Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions to the applicable Terms and Conditions shall require the written consent of an authorized representative of JOHNSTONE. All stenographic and clerical errors are subject to correction by JOHNSTONE.

SALES POLICY-WHOLESALE ONLY. Generally, JOHNSTONE only sells to duly licensed contractors. Identification may be required of purchasers. JOHNSTONE reserves the right to limit the sale of selected Products to entities and/or individuals that have demonstrated a minimum level of competence with these selected Products because of the complex electrical and mechanical technology of some equipment. JOHNSTONE will only sell to firms or individuals who have completed an acceptable training program or have otherwise demonstrated that they have experienced and competent personnel to install and service such equipment. Neither JOHNSTONE nor its employees are licensed installers or system designers and are not authorized to provide any assistance that requires a license. All responsibilities for system design, engineering, equipment selection, and installation rest with the Customer. Customer acknowledges that it has special skill and knowledge in the selection and use of the Product to be purchased from JOHNSTONE and expressly disclaims any reliance upon any statements or representations made or to be made by JOHNSTONE.

PRICING. Prices quoted are subject to change without notice, unless otherwise noted. All quotations are subject to acceptance within thirty (30) days from date of issue unless a shorter period is stated by JOHNSTONE. Any change in quantities, partial release or destination may incur a price adjustment. JOHNSTONE reserves the right to withdraw any quotation prior to acceptance, and/or adjust pricing to reflect supplier price changes prior to delivery. Prices for Products and other related information shown in any JOHNSTONE or manufacturer Product publication including, but not limited to catalogs, brochures and websites are subject to change without notice. Prices do not include related freight charges, delivery fees, use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by JOHNSTONE. JOHNSTONE is required by law to charge applicable taxes to all customers for whom a Sales Tax Exemption Certificate has not been provided. Regardless of the establishment of any credit line, JOHNSTONE retains the discretion to reject any order, at any time for any reason or no reason.

PURCHASE ORDERS: When ordering Product, Customer must provide a purchase order number and accurate information identifying the project for which the Product is being ordered/purchased, including the project address and the project owner's name. Absence of a purchase order, purchase order number, or project information, shall not affect Customer's liability for the Product purchased from JOHNSTONE. The Customer authorizes any and all of its employees to order Product on its behalf unless Customer provides JOHNSTONE with a written notice specifying which employees are authorized to order Product.

PAYMENT TERMS. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within ten (10) days of the month following each purchase. All payments must be made in U.S. dollars. Customer agrees to pay a time price differential finance/service charge of 1.5 % per month (18% per annum), or maximum rate permitted by law if less, on any past due balance ("Service Charges"), which shall become part of the Customer's outstanding balance. Payments made with Visa, Mastercard, and Discover may be assessed a 2.5% service charge at JOHNSTONE's sole discretion. Payments made with American Express may be assessed up to a 3% surcharge at JOHNSTONE's sole discretion. Customer agrees to pay all costs and expenses, Service Charges, actual attorney fees and expert fees, incurred by JOHNSTONE in exercising any of its rights arising out of the contract, Terms and Conditions, guaranty, and/or applicable statutes, including but not limited to any action to enforce the Terms and Conditions or to collect any and all sums due. JOHNSTONE reserves the right at any time to suspend credit, change credit terms or terminate the Customer's account or any purchase order, when, in JOHNSTONE's sole opinion, Customer's financial conditions so warrant. Customer shall be obligated to pay all amounts due for Products, labor, and/or services purchased pursuant to these Terms and Conditions of Sale, regardless of the credit limitations applied by JOHNSTONE to Customer's account. Customer shall have no right to offset any amounts due or to become due to JOHNSTONE, against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the contract or any provision thereof. All NSF checks returned to JOHNSTONE will be subject to a \$50 NSF fee, plus all applicable statutory penalties, costs, service charges, and actual attorney fees. In no way shall Customer's liability be limited to the amount of the credit granted by JOHNSTONE. JOHNSTONE may assign and/or sell any receivables or indebtedness owed by Customer without notice. Unless specifically directed in writing, all payments will be applied to outstanding invoices in an order deemed appropriate by JOHNSTONE in its sole discretion, without prejudice to JOHNSTONE's claims, or effect on the duty of Customer, its principals and guarantors pursuant to MCL 570.151 *et seq.*, or the contractual trust. All JOHNSTONE's claims against Customer, his/her/its principals and guarantors, may be brought within 6 years of accrual. Customer waives all defenses based on statutes of limitation or repose, which are less than 6 years from the accrual date.

CONTRACTUAL/STATUTORY TRUST AND FIDUCIARY OBLIGATIONS. All purchases are subject to MCL 570.151 *et seq.*, and the following contractual trust/fiduciary obligations. Any and all Product, and/or services, received from JOHNSTONE, and any proceeds, funds, or payments received by Customer from jobs/projects on which the Product and/or services, were sold, used or incorporated, are expressly held in trust by Customer, its principals and guarantors, for the benefit of JOHNSTONE, until JOHNSTONE has been paid in full. Use of any proceeds, funds, or payments received by Customer from jobs/projects/business upon on which the Product or services, were sold, used or incorporated, before JOHNSTONE has been paid in full, shall constitute a breach of trust and the Customer's fiduciary duties, and defalcation of trust funds in violation of the contract and applicable statutes by Customer, its principals and guarantors. Customer, and his/her/its principals and guarantors affirm that he/she/it is aware of and will comply with all State laws (including, but not limited to, MCL 570.151 *et seq.*) requiring Customer to first use the proceeds, funds, or payments received from jobs/projects/business on which JOHNSTONE Product and/or services, were incorporated, to pay JOHNSTONE as a beneficiary of the trust funds received. Customer and his/her/its principals and guarantors acknowledge their fiduciary duty to use any proceeds, funds, or payments received from jobs/projects/business on which JOHNSTONE Product and/or services, were incorporated, to first pay JOHNSTONE and that failure to do so constitutes defalcation and conversion of trust funds. Any debt that arises out of the breach of the trust and/or defalcation of the Product and/or services, and/or any proceeds, funds, or payments received by Customer, including the account balance, plus Service Charges, costs, actual attorney fees, and statutory penalties and damages, is non-dischargeable in bankruptcy.

REPRESENTATION OF SOLVENCY/NOTICE OF INSOLVENCY: Customer agree that it has a continuing fiduciary obligation to provide written notice to JOHNSTONE regarding any changes in Customer's financial position that may affect JOHNSTONE's decision to continue to grant Customer credit, permit Customer to purchase Product on a credit account, or which may otherwise affect Customer's ability to pay JOHNSTONE. By submitting a purchase order or

otherwise purchasing Product on Customer's credit account with JOHNSTONE, Customer represents that the Customer is solvent and is able to pay for the Product requested and/or purchased. If Customer becomes insolvent (the sum of Customer's debts is greater than the sum of the Creditor's assets) or expects to become insolvent, Customer has a fiduciary duty to immediately provide written notice to JOHNSTONE and cease ordering/purchasing Product on Customer's credit account. Ordering/purchasing Products on Customer's credit account while Customer is insolvent or expects to become insolvent shall constitute a breach of Customer's fiduciary duty and fraud. Any debt that arises out of a breach of Customer's fiduciary obligation to provide written notice of insolvency, or ordering and/or purchasing Product while insolvent, including the account balance, plus Service Charges, costs, actual attorney fees, and statutory penalties and damages, is non-dischargeable in bankruptcy.

LIMITED WARRANTY. The warranty obligations of JOHNSTONE for services or Products manufactured or provided by others and merely sold by JOHNSTONE shall in all respects conform and be limited to the warranty extended by the manufacturer. JOHNSTONE makes no warranty against defects, workmanship or capacity of the Product, nor warranty that the Product will satisfy the requirements of any law, rule, specification or contract. Customer's sole and exclusive remedy in connection with products sold by JOHNSTONE is against the manufacturer or other suppliers of such products. Customer agrees that if Products sold hereunder are resold by Customer, Customer will include in the agreement for resale provisions which limit recoveries in accordance with these Terms and Conditions. In case of Customer's failure to include in any such agreement for resale the terms providing for such limitations, Customer shall indemnify and hold JOHNSTONE harmless against any liability, loss, cost, damage, or expense (including actual attorney's fees) arising out of or resulting from such failure. JOHNSTONE's entire and exclusive liability and Customer's exclusive remedy for any claims in connection with the sale of services, Products, their design, suitability for use or operations under the warranty is limited to the replacement, repair or modification of, or issuance of a credit for the purchase price of the Products. All Product shipping expenses and labor, travel, and per diem expenses for repair personnel travel, lodging and labor expenses shall be paid by Customer. This warranty is of no effect and shall be void if such Products claimed to be defective or any part or component thereof shall have been improperly repaired, altered, installed or operated or subjected to misuse, negligence or accident. Any warranty claim must be addressed to JOHNSTONE in writing setting forth sufficient detail to permit identification of the defect and be made no later than the expiration of the applicable warranty period. No employee or agent of JOHNSTONE is authorized to make any warranty other than that which is specifically made by the manufacturer. ALL OTHER OBLIGATIONS, LIABILITIES, OR WARRANTIES OF ANY KIND OR DESCRIPTION, WHETHER EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED, WAIVED, AND EXCLUDED FROM THE CONTRACT. JOHNSTONE DOES NOT GUARANTEE THAT ANY PRODUCTS PURCHASED HEREUNDER MEET CUSTOMER'S SPECIFICATIONS OR INTENDED USE. Failure to consult manufacturer guidelines and applicable codes for approved installation, use, storage and repair procedures and precautions may result in property damage, injury or death.

DELIVERY: Shipment of products will be made F.O.B.: (a) JOHNSTONE's facility, (b) JOHNSTONE's supplier's facility when products are shipped directly from the manufacturer or (c) as otherwise indicated per JOHNSTONE's quotation or order acknowledgment. JOHNSTONE will use commercially reasonable effort to ensure on time delivery. JOHNSTONE is not liable for any delay in delivery. In no event shall Customer be entitled to any damages as a remedy for any delay in delivery by JOHNSTONE. Delay in shipment shall not relieve Customer of its obligation to accept remaining shipments. In the event the Customer directs JOHNSTONE to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes JOHNSTONE to leave the product at the designated place of delivery. JOHNSTONE reserves the right to charge a delivery fee, at its sole discretion. At JOHNSTONE's sole discretion, delivery may be made via JOHNSTONE's trucks or common carrier with freight prepaid. Any shortage or damage to Products delivered on JOHNSTONE's trucks must be reported to the driver or reported to JOHNSTONE's delivering location within 24 hours.

INSPECTION AND ACCEPTANCE. Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives JOHNSTONE written notice by email or fax within three (3) days of delivery, the Customer waives any claim he may have against JOHNSTONE for any non-conformance, deficiency or defect in said delivery or Product and any objection Customer may have to the amount of the invoice. Claims for damage due to shipping must be made by Customer to the freight carrier.

RETURN OF PRODUCTS. No Products may be returned for credit without prior written authorization. No Products will be picked up from Customer without a properly written return authorization from JOHNSTONE. All returns will be pursuant to JOHNSTONE's instructions. All returns must reference the original invoice number, date of purchase, and the reason for return. Products must be in resalable condition. Returns of stock inventory Product may be accepted at JOHNSTONE's sole discretion, subject to the following conditions: (1) Product must be in good resaleable condition and in original packaging; (2) the Product is returned within 30 days of original deliver; and (3) Customer pays a restocking fee in the amount of ten (10%) to twenty-five percent (25%) of purchase price at JOHNSTONE's sole discretion. Special order Products are not returnable and are subject to a cancellation or return charge of 100% of the original cost of the Product, at JOHNSTONE's discretion.

WARRANTY RETURNS. Customer must provide all necessary information regarding the sale and installation of Product. When the unit has been installed, written authorization from JOHNSTONE or the manufacturer may be required prior to removal.

INDEMNIFICATION. Customer agrees to defend, hold harmless, and indemnify JOHNSTONE, its employees, officers, directors, members, agents, representatives, successors and assigns, against any and all claims for damages, claims, suits, penalties, actions, costs and expenses, including reasonable attorneys' fees ("Losses") related to or arising out of (a) the information furnished by Customer; (b) the sale or use of Products which are in accordance with the specifications furnished by Customer; or (c) Customer's negligence or willful misconduct; provided that the foregoing indemnification shall not apply to Losses arising solely out of JOHNSTONE's willful misconduct or gross negligence. **JOHNSTONE PROVIDES NO INDEMNITIES RELATIVE TO ANY THIRD-PARTY PRODUCTS OR SERVICES RESOLD BY JOHNSTONE.**

DISCLAIMER AND LIMITATION OF LIABILITY. To the fullest extent permitted by applicable law, JOHNSTONE will not be liable for any form of incidental, indirect, special, punitive or consequential damages of any kind, including but not limited to claims for business interruption or loss of profit, revenue, materials, anticipated savings, data, contract, goodwill or the like (whether direct or indirect in nature). JOHNSTONE's maximum cumulative liability relative to all other claims and liabilities, whether or not insured, including obligations under any indemnity, will not exceed the cost of the product(s) giving rise to the claim or liability. JOHNSTONE disclaims all liability relative to gratuitous information or assistance provided by, but not contractually required of JOHNSTONE. JOHNSTONE disclaims all liability arising out of design, engineering, Product selection, and installation of any Product. Any action against JOHNSTONE must be brought within twelve (12) months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of any other contrary provision hereof and regardless of the form of action, whether in contract, tort (including negligence and strict liability) or otherwise, and further will extend to the benefit of JOHNSTONE's employees, representatives and suppliers as third-party beneficiaries. JOHNSTONE is not liable for any defects, claims, liability, loss, or expense asserted or incurred as a result of default, negligence, or wrongdoing of Customer, Customer's employees, Customer's subcontractors or any other agent of Customer. Each provision hereof which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such.

FORCE MAJEURE. JOHNSTONE shall not be liable for any loss or damage as a result of any delay in shipment, delivery or installation due to any cause beyond JOHNSTONE's reasonable control, including without limitation, flood, hurricane, or other act of God, epidemics, COVID-19 or other pandemics, governmental orders, directives, embargos, acts, regulations, or requests, fire, theft, accident, strike, slowdown, labor dispute, war, riot, delay in transportation, inability to obtain necessary labor, Products, materials or manufacturing facilities, whether at JOHNSTONE's operations or at the operations of a supplier to JOHNSTONE.

RECLAMATION. In the event that an account is not paid in accordance with the terms, JOHNSTONE reserves the right to reclaim any Products still in the Customer's possession, custody or control to apply as an offset to any amounts owed. The Customer its principals shall allow JOHNSTONE's representatives access to its business premises at all reasonable times for the purpose of ascertaining the location, condition and/or status of any equipment and/or Products shipped by JOHNSTONE that remains unpaid.

GOVERNING LAW AND JURISDICTION. The contract between the parties, Customer's account, Terms and Conditions, all transactions between JOHNSTONE and Customer, and all matters arising out of or relating to the relationship between the parties, shall in all respects shall be exclusively subject to, governed by, controlled by, and construed in accordance with the laws of the State of Michigan, USA, without regard to its conflict of laws principles or rules. Any dispute or legal proceeding with respect to the contract between the parties, Customer's account, Terms and Conditions, all transactions between JOHNSTONE and Customer, and all matters arising out of or relating to the relationship between the parties, shall be brought, litigated, adjudicated and resolved, solely and exclusively in Ingham County Circuit Court, State of Michigan. Customer submits to and accept generally and unconditionally the personal jurisdiction of Ingham County Circuit Court, State of Michigan for the adjudication of any dispute or legal proceeding between the parties. Customer agrees that venue for the litigation of all disputes between the parties, shall be proper solely and exclusively in the Ingham County Circuit Court, State of Michigan, or in another Michigan county exclusively selected by JOHNSTONE.

MISCELLANEOUS. The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased from JOHNSTONE and expressly disclaims any reliance upon any statements or representations made or to be made by JOHNSTONE. Any failure of JOHNSTONE to insist upon strict performance of any of the Terms and Conditions shall not be construed as a waiver of its right to strict performance thereafter. The Terms and Conditions set forth the entire understanding and agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, representations or promises, whether oral or written, between the parties. Nothing herein shall be construed to limit or waive any rights of JOHNSTONE under applicable Federal, state or local laws. The invalidity or unenforceability of any particular portion or term of the Terms and Conditions shall not affect any other provision, and the Terms and Conditions shall be construed in all respects as if the invalid or unenforceable provision(s) were omitted. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. An electronically signed or delivered signed copy of this agreement shall be as binding as an originally signed and delivered document.

ALL OFFICERS, MEMBERS, PARTNERS, PRINCIPALS OR PROPRIETORS ARE REQUIRED TO SIGN CREDIT TERMS AND CONDITIONS.

I UNDERSTAND AND ACCEPT THE CREDIT TERMS AND CONDITIONS AND ACCEPT FULL RESPONSIBILITY FOR ALL CHARGES.

Principal signature: _____ Print name: _____ Date: _____

Principal signature: _____ Print name: _____ Date: _____

Principal signature: _____ Print name: _____ Date: _____

CONTINUING PERSONAL GUARANTY

The Guarantor(s) signed below acknowledges that he/she/they have a financial interest in the success of _____ ("Customer") and because of this, and to induce JOHNSTONE to extend Customer credit, he/she/they, on behalf of themselves and their estate, legal heirs, legal representatives, successors and assigns, guarantee that he/she/they will pay to JOHNSTONE when due, or upon demand, the principal balance, costs, Service Charges, statutory penalties and sanctions, treble damages if applicable, interest, expert fees, and actual attorney's fees ("Obligations"), and without deduction for any claim, set off or counterclaim the Customer may have against JOHNSTONE or the loss on contribution of any Co-guarantor, the full amount of all the obligations due the JOHNSTONE from the Customer, whether on accounts by the JOHNSTONE and the Customer or debts assigned or transferred to the JOHNSTONE.

The Guarantor unconditionally and irrevocably guarantees as primary obligor and not merely as surety, the full and faithful payment of all Obligations owed by Customer. The Guarantor understands that this is a continuing guarantee which covers all existing and any and all future Obligations of Customer to JOHNSTONE, however arising. Guarantor shall remain obligated for all Obligations of Customer to JOHNSTONE arising out of any and all purchases initiated within 14 days after JOHNSTONE's receipt of written notice of termination of the guaranty sent by registered mail, return receipt requested, to JOHNSTONE at 1840 INDUSTRIAL BLVD MUSKEGON, MI 49442. Even following termination or modification, this Guaranty shall remain effective as to all outstanding indebtedness and also as to all purchase orders received prior to receipt of the written notice of termination, and all Obligations arising therefrom. This Guaranty sets forth the entire terms of the agreement, and supersedes any prior understandings or agreements, oral, implied or written. This Guaranty may only be modified by written amendment signed by all the parties.

The Guarantor waives all defenses, set offs, counterclaims, notice of non-payment, notice of presentment or demand, notice of changes of terms and withdrawals or extensions of credit or time to pay and release of the whole or any part of the debt or any other Guarantors, the settlement or compromise of differences, the acceptance or release of security, acceptance of notes, trade, acceptance or any other form of obligation for the Customer's Obligations. The Guarantor agrees that JOHNSTONE can proceed against any Guarantor without first proceeding against the Customer.

The Credit Terms and Conditions are incorporated into this Guaranty. Guarantor agrees that all Obligations are non-dischargeable in bankruptcy pursuant to 11 U.S.C. §523(A)(2),(4) & (6), as a result of breaches of fiduciary duty, violations of the Michigan Building Contract Fund Act, MCL 570.151, et seq., violations of the Construction Lien Act, MCL 570.1101 et seq., and conversion of construction trust funds, MCL 600.2919a. Execution and acceptance of the Guaranty shall not be deemed to constitute a novation or waiver of any claims or causes of action that JOHNSTONE may have against Customer or Guarantor.

The Parties agree that the Guaranty was entered into in Lansing, Michigan and Guarantor expressly consents to jurisdiction and venue in Ingham County Circuit Court, Michigan, or in any other venue as chosen by JOHNSTONE, for the enforcement and/or adjudication of any and all disputes arising out of this Guaranty, and waives any objection Guarantor may have to venue and/or jurisdiction, or to such jurisdictions being an inconvenient forum. All rights and obligations under this Guaranty and any dispute arising hereunder shall be governed by the laws of the State of Michigan.

I (WE), HEREBY PERSONALLY GUARANTEE PAYMENT of any and all current and future indebtedness or obligations of the Customer or its affiliates, including the principal balance, costs, Service Charges, actual attorney fees, expert fees, and applicable statutory damages. Signature as a corporate officer does not cancel nor eliminate individual liability under the terms of this guaranty.

Guarantor signature: _____ Print name: _____ Date: _____

Guarantor signature: _____ Print name: _____ Date: _____

Guarantor signature: _____ Print name: _____ Date: _____