

NATIONWIDE PBE

254 America Place • Jeffersonville, IN 47130
888-315-2579 • credit@nwpbe.com

CREDIT APPLICATION & AGREEMENT

Please complete all required fields marked with *. Incomplete applications will delay processing.

BUSINESS INFORMATION

* Full Legal Name of Business:			
DBA / Trade Style Name:			
* Billing Address:			
* City:	* State:	* Zip:	* Phone No.:
Shipping Address:			
City:	State:	Zip:	Phone No.:
* Company Website:			
* Federal Tax ID # (EIN):			
D-U-N-S Number (if any):			
* Year Established:	* State of Incorporation:	* Credit Line Requested (\$):	# of Locations:

* **Type of Business Entity:** ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

* **Sales Tax Resale Status:** ☐ No ☐ Yes — Resale # _____ State(s) of Exemption: _____

If "Yes," Applicant **must attach a current, valid Sales Tax Exemption / Resale Certificate** for each state in which Applicant claims exemption.
See Section 14 of the Credit Terms & Conditions regarding ongoing obligations to maintain valid exemption status.

Financial Statements: ☐ Attached ☐ Will provide upon request ☐ Not Applicable (sole proprietor / new entity)

CONTACTS

Legal Officer / Owner of Business

* Name:	* Phone No.:	* E-mail:
Co-Owner Name (if any):	Co-Owner Phone No.:	Co-Owner E-mail:

Purchasing Contact

* Name:	* Phone No.:	* E-mail:
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Accounts Payable Contact

* Name:	* Phone No.:	* E-mail:
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TRADE & BANK REFERENCES

TRADE REFERENCES (Minimum Three Required)

Applicant must provide a minimum of three (3) active trade references representing Applicant's top vendors. By signing this Application, Applicant authorizes each of the following references to release, in full and without redaction, all credit, account, payment-history, and financial-responsibility information to NATIONWIDE PBE upon request, by telephone, e-mail, fax, or in writing. Applicant further releases each reference from any and all liability arising out of such disclosure. This authorization shall remain effective for the duration of Applicant's account with NATIONWIDE PBE.

#	Vendor Name	Account #	Phone	E-mail / Fax
1				
2				
3				
4				
5				

Applicant Initials authorizing release of trade-reference information: _____ Date: _____

BANK REFERENCES (Minimum One Required)

Applicant shall list a minimum of one (1) banking or financial-institution reference for the business. By signing this Application, Applicant authorizes each bank listed below to release, in full and without redaction, all account-status, average-balance, credit-history, loan, line-of-credit, and any other financial-responsibility information to NATIONWIDE PBE upon request, by telephone, e-mail, fax, or in writing, and releases each such institution from any and all liability arising out of such disclosure.

Bank Reference #1

Bank / Institution Name:	
Account / Loan Officer:	
Officer Phone / E-mail:	
Branch Address (City, State, Zip):	
Type of Account / Relationship:	(Checking / Operating / Line of Credit / Loan — describe)

Bank Reference #2

Bank / Institution Name:	
Account / Loan Officer:	
Officer Phone / E-mail:	
Branch Address (City, State, Zip):	
Type of Account / Relationship:	(Checking / Operating / Line of Credit / Loan — describe)

Applicant Initials authorizing release of bank-reference information: _____ Date: _____

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AUTHORIZATION, SIGNATURE & E-SIGN CONSENT

AUTHORIZATION TO INVESTIGATE & ACCEPT TERMS

The information provided in this Credit Application & Agreement (including the Personal Guarantee, the Purchase Money Security Agreement, the Credit Terms & Conditions, and any attached financial statements, tax exemption certificates, and IRS Form W-9) is provided for the purpose of obtaining and maintaining commercial credit from NATIONWIDE PBE ("Company") and is warranted by Applicant to be true, accurate, and complete in every material respect. Applicant authorizes Company, and its agents, attorneys, and assignees, to make any and all inquiries it deems necessary to verify the information provided, to investigate Applicant's credit and financial responsibility, and to obtain commercial credit reports, business and personal credit bureau reports, Dun & Bradstreet reports, and information from each of the trade and bank references listed herein, at any time during the existence of the account and at any time amounts are owed by Applicant to Company.

By signing below, Applicant acknowledges receipt of, and unconditionally agrees to be bound by, the Credit Terms & Conditions set forth herein, the Purchase Money Security Agreement, the Personal Guarantee, and any subsequent amendments, modifications, or updates to those terms communicated by Company. Applicant further acknowledges and agrees that the failure to read any portion of these documents shall not be a defense to enforcement.

ELECTRONIC SIGNATURE & E-SIGN ACT CONSENT

Applicant consents, pursuant to the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001 et seq.) (the "E-SIGN Act"), the Uniform Electronic Transactions Act as adopted by the State of Indiana (IC 26-2-8 et seq.), and any other applicable law, to (a) the use of electronic signatures (including, but not limited to, typed names, scanned signatures, click-through acceptance, and signatures executed via DocuSign, Adobe Sign, or any similar platform) to execute this Credit Application & Agreement and all related documents; (b) the electronic delivery of invoices, statements, notices (including notices of default, credit-limit changes, and changes to terms), disclosures, and any other communications by Company to Applicant at the e-mail address(es) provided herein; and (c) the conducting of business between the parties by electronic means. Applicant acknowledges that electronic records and electronic signatures shall have the same legal force and effect as original paper records and handwritten signatures. Applicant may withdraw this consent only by providing written notice to Company at credit@nwpbe.com, subject to Company's right to require alternative documentation or to terminate credit privileges.

APPLICANT SIGNATURE

☐ By checking this box and signing below, I certify under penalty of perjury that I am a duly authorized Legal Officer, Member, Partner, or Owner of the Business identified above, that I have full authority to bind the Business to all terms of this Credit Application & Agreement, and that I have read, understood, and accept on behalf of the Business the Credit Terms & Conditions, the Purchase Money Security Agreement, and the Personal Guarantee contained herein.

Authorized Signature (e-signature or typed name)	Printed Name
Title	Date

ONLINE ACCOUNT ACCESS

Upon approval of credit, NATIONWIDE PBE will issue Applicant a secure Online Account Login through which Applicant may view invoices, account history, order status, payment receipts, and product catalogs. **Initial login credentials will be issued by Company via secure e-mail to the Accounts Payable Contact listed above. Upon first login, Applicant will be required to reset the temporary password to a unique password meeting Company's minimum security requirements. Applicant may request a password reset at any time by visiting the customer portal or by contacting credit@nwpbe.com. Do not submit a password on this paper application.**

Preferred Online Login Username (4–10 letters/numbers): _____

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PERSONAL GUARANTEE

This Personal Guarantee ("Guarantee") is required for all credit applicants and is a material inducement to NATIONWIDE PBE's extension of credit. All sections must be fully completed for each Guarantor and Co-Guarantor (if any). Refusal to complete this Guarantee in full will result in the application being denied or held in pending status.

GUARANTOR INFORMATION

* Full Legal Name of Guarantor:			
* Date of Birth (MM/DD/YYYY):			
* Social Security Number:			
* Driver's License or State ID #:			
* Issuing State:			
* ID Expiration Date:			
* Home Address (no PO Box):			
* City:	* State:	* Zip:	* Years at Address:
* Personal Phone:	* Personal E-mail:	* Ownership % in Debtor:	
* Title / Role in Debtor:			
* Legal Name of Debtor Business:			
* Debtor Business Address:			

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PERSONAL GUARANTEE — TERMS

BACKGROUND AND CONSIDERATION

The Debtor identified above ("Debtor") has requested that NATIONWIDE PBE ("Company") extend trade credit, deliver goods on open account, and perform services for the benefit of Debtor. Company is unwilling to do so unless the Guarantor (and Co-Guarantor, if any) identified above unconditionally guarantees the obligations of Debtor to Company. Each Guarantor represents and warrants to Company that, by reason of (a) his or her direct or indirect ownership interest in the equity of Debtor, (b) his or her position as an officer, director, member, manager, or principal of Debtor, and/or (c) the direct and indirect economic, business, and reputational benefits that will accrue to Guarantor as a result of Company's extension of credit to Debtor, Guarantor will receive valuable consideration in exchange for this Guarantee, and Guarantor acknowledges that such consideration is sufficient. Guarantor expressly waives any defense based on lack or failure of consideration.

GUARANTEE OF PAYMENT AND PERFORMANCE

In consideration of Company extending credit to Debtor, each Guarantor, jointly and severally with every other Guarantor, hereby absolutely, unconditionally, and irrevocably guarantees to Company the full and prompt payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of any and all present and future obligations, indebtedness, debts, liabilities, advances, costs, expenses, attorneys' fees, court costs, interest, late charges, finance charges, NSF fees, restocking fees, collection costs, deficiency balances, and any other amounts of every kind and nature whatsoever owed by Debtor to Company, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, liquidated or unliquidated, secured or unsecured, due or to become due, now existing or hereafter arising, and however acquired or evidenced (collectively, the "Obligations"). This is a continuing guarantee of payment and not merely of collection.

WAIVERS AND ADDITIONAL PROTECTIONS

Each Guarantor hereby expressly waives, to the fullest extent permitted by law, each of the following:

- (a) Any requirement that Company first proceed against, or exhaust its remedies against, Debtor, any collateral, any other guarantor, or any other person or property before proceeding against Guarantor;
- (b) Notice of acceptance of this Guarantee, notice of the creation, renewal, extension, modification, or accrual of any Obligation, notice of presentment, demand for payment, protest, notice of dishonor, notice of non-payment, notice of any sale of collateral, and any and all other notices of any kind;
- (c) Any defense based upon, arising out of, or related to: (i) the disability, bankruptcy, insolvency, dissolution, or death of Debtor or any other guarantor; (ii) any release, modification, extension, compromise, settlement, indulgence, or forbearance granted to Debtor or any other guarantor; (iii) any change in the form, ownership, or structure of Debtor; (iv) any failure of Company to perfect, maintain, or enforce any security interest or lien in any collateral; (v) the application or misapplication of payments by Company; (vi) the negligence, willful misconduct, or commercially unreasonable conduct of Company; or (vii) any rule of suretyship or impairment of collateral;
- (d) Any right of subrogation, reimbursement, exoneration, contribution, or indemnification against Debtor or any other guarantor, and any right to participate in any claim or remedy of Company against Debtor or any collateral, until such time as all Obligations have been paid in full and in cash, and Company has no further obligation to extend credit to Debtor;
- (e) The benefit of any statute of limitations affecting Guarantor's liability hereunder; and
- (f) Any defense based upon, or right to require, any election of remedies by Company.

FINANCIAL DISCLOSURE & CREDIT REPORTING AUTHORIZATION

Guarantor authorizes Company, and any of its agents, attorneys, successors, or assignees, to obtain and review Guarantor's personal consumer credit report (including reports from Experian, Equifax, TransUnion, and any other consumer reporting agency) at any time prior to and during the term of the credit relationship and at any time amounts are owed by Debtor to Company, for any lawful purpose including the evaluation of creditworthiness, monitoring of risk, and the collection of past-due amounts. Guarantor agrees to deliver to Company, upon written request, a current personal financial statement and copies of Guarantor's two (2) most recent federal income tax returns. Guarantor agrees that this paragraph constitutes Guarantor's written instruction to consumer reporting agencies to release such reports pursuant to 15 U.S.C. § 1681b(a)(2).

REPRESENTATIONS, COVENANTS, AND COSTS OF ENFORCEMENT

Guarantor represents and warrants that (a) Guarantor has the legal capacity and authority to execute this Guarantee; (b) the execution and performance of this Guarantee does not violate any agreement, judgment, order, or law applicable to Guarantor; (c) Guarantor is solvent and in good standing; and (d) Guarantor will promptly notify Company in writing of any material adverse change in Guarantor's financial condition, of the commencement of any bankruptcy, receivership, or assignment for the benefit of creditors involving Guarantor, and of any change in the ownership or control of Debtor. In the event Company engages an attorney, collection agency, or any other person to enforce this Guarantee or to collect any Obligation, Guarantor agrees to pay all costs of such enforcement and collection, including, without limitation, reasonable attorneys' fees (including in-house counsel), court costs, filing fees, expert witness fees, deposition costs, and all costs of appeal.

TERM, REVOCATION, AND CONTINUING NATURE

This Guarantee is a continuing guarantee and shall remain in full force and effect, and bind Guarantor and Guarantor's heirs, executors, administrators, personal representatives, successors, and assigns, until all Obligations are paid in full in cash and all of Company's commitments to extend credit to Debtor have been terminated. Guarantor may attempt to revoke this Guarantee as to future credit extensions only by delivering written notice of revocation by certified mail, return receipt requested, to NATIONWIDE PBE, 254 America Place, Jeffersonville, IN 47130, Attention: Credit Department. No such revocation shall be effective until actually received by Company, and any revocation shall not affect Guarantor's liability for Obligations incurred or arising before the effective date of revocation, nor for any extensions, renewals, or modifications thereof, however and whenever made.

GOVERNING LAW, JURISDICTION & VENUE; JURY TRIAL WAIVER

This Guarantee shall be governed by, and construed in accordance with, the internal laws of the State of Indiana, without regard to its conflict-of-laws principles. Each Guarantor irrevocably consents and submits to the EXCLUSIVE personal jurisdiction and venue of the state and federal courts located in Clark County, Indiana, for the resolution of any dispute arising out of or relating to this Guarantee, and waives any objection based on forum non conveniens, lack of personal jurisdiction, or improper venue. **EACH GUARANTOR AND COMPANY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

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PERSONAL GUARANTEE — EXECUTION

GUARANTOR SIGNATURE

_____ Signature of Guarantor	_____ Printed Name of Guarantor
_____ Date	_____ Last 4 of Social Security Number (full SSN above)

CO-GUARANTOR SIGNATURE (if applicable)

Co-Guarantor must complete a separate Guarantor Information block on the prior page. If Co-Guarantor is a spouse who is not an owner of Debtor, signature is voluntary but, once executed, binds Co-Guarantor to the same obligations as the primary Guarantor on a joint-and-several basis.

_____ Signature of Co-Guarantor	_____ Printed Name of Co-Guarantor
_____ Date	_____ Last 4 of Social Security Number (full SSN required)

WITNESS

The undersigned witness affirms that (a) the Guarantor (and Co-Guarantor, if applicable) signed this Guarantee in the witness's physical or live electronic presence; (b) the witness verified the Guarantor's identity by reviewing a government-issued photo identification; and (c) the witness has no financial interest in Debtor or in the Obligations being guaranteed.

_____ Signature of Witness	_____ Printed Name of Witness
_____ Date	_____ Witness Phone Number

OPTIONAL — NOTARIZATION

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Personal Guarantee, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) executed this Personal Guarantee.

Notary Public Signature

My Commission Expires: _____

[NOTARY SEAL]

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PURCHASE MONEY SECURITY AGREEMENT

PARTIES

DEBTOR

Legal Business Name:

Business Address:

City, State, Zip:

Telephone:

State of Incorporation or Formation:

Taxpayer ID Number (TIN/EIN):

Organizational ID # (if any):

SECURED PARTY

NATIONWIDE PBE

254 America Place
Jeffersonville, Indiana 47130
(Clark County)

Telephone:
888-315-2579

E-mail:
credit@nwpbe.com

Website:
www.nwpbe.com

Governing Law: State of Indiana
Exclusive Venue: Clark County, Indiana

BACKGROUND

Debtor desires to purchase from Secured Party certain inventory and equipment further described below (the "Collateral"), and desires that Secured Party provide financing for the purchase of the Collateral. To secure the prompt payment for the purchased Collateral and the performance of all other obligations of Debtor to Secured Party, Debtor agrees to grant a purchase money security interest in the Collateral to Secured Party. In consideration of the financing provided by Secured Party to finance the purchase by Debtor of the Collateral, Debtor agrees as follows:

1. DEFINITIONS

1.1 "Collateral" means all inventory, goods, equipment, supplies, and personal property of every kind and description of Debtor, wherever located and whether now owned or hereafter acquired, that has been purchased or financed by Secured Party, including, without limitation, paints, coatings, primers, clearcoats, basecoats, solvents, reducers, adhesives, sealants, body fillers, abrasives, masking products, paint-related supplies, tools, equipment, fixtures, and any and all proceeds, products, accessions, additions, replacements, substitutions, and accounts arising from any of the foregoing.

1.2 "Purchase Money Obligation" means Debtor's obligation to pay the purchase price for Collateral, together with any and all other debts, obligations, and liabilities of Debtor to Secured Party related to the purchase of Collateral, whether incurred before, on, or after the date of this Agreement.

1.3 "Other Obligations" means any and all other debts, obligations, and liabilities of Debtor to Secured Party of every kind and description, whether incurred before, on, or after the date of this Agreement, including, without limitation, obligations relating to other inventory, equipment, services, NSF fees, late charges, restocking fees, finance charges, attorneys' fees, costs of collection, and any deficiency balances for which Secured Party has not been paid in full.

2. GRANT OF PURCHASE MONEY SECURITY INTEREST

To secure the Purchase Money Obligations and the Other Obligations, Debtor hereby grants to Secured Party a purchase money security interest in each item of Collateral and all proceeds thereof. Debtor authorizes Secured Party to file any and all financing statements (UCC-1), continuation statements, and amendments deemed appropriate by Secured Party in any applicable jurisdiction, without further authorization from Debtor, and Debtor agrees to execute and deliver any additional documents reasonably required by Secured Party to perfect, maintain, or enforce its security interest.

3. SALE AND COLLECTIONS

So long as no Default exists under this Agreement, Debtor may sell inventory in the ordinary course of Debtor's business. All proceeds of Collateral received by Secured Party shall be applied against the Purchase Money Obligations and the Other Obligations in the order and manner determined by Secured Party in its sole discretion.

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PURCHASE MONEY SECURITY AGREEMENT (CONTINUED)

4. EVENTS OF DEFAULT

A "Default" shall exist under this Agreement upon the occurrence of any of the following:

- (a) Failure of timely payment or performance of any Purchase Money Obligation or Other Obligation when due;
- (b) Any breach or violation of any representation, warranty, covenant, or agreement contained in or referred to in this Agreement, the Credit Application & Agreement, the Personal Guarantee, or the Credit Terms & Conditions;
- (c) The making of any levy, seizure, attachment, or garnishment on or of any Collateral that is not removed within ten (10) days;
- (d) The insolvency, bankruptcy, receivership, assignment for the benefit of creditors, dissolution, or liquidation of Debtor or any Guarantor;
- (e) Any material misrepresentation in the Credit Application, in any financial statement, or in any other document delivered to Secured Party;
- (f) The loss, suspension, revocation, or expiration of any sales tax exemption, resale permit, business license, or other governmental authorization required for Debtor to operate;
- (g) Any sale, transfer, merger, dissolution, or change of control of Debtor without the prior written consent of Secured Party; or
- (h) Secured Party's good-faith belief that the prospect of payment or performance is impaired.

5. REMEDIES ON DEFAULT

Upon the occurrence of a Default, all Purchase Money Obligations and Other Obligations shall, at Secured Party's option, become immediately due and payable in full without notice, demand, or presentment, all of which are hereby waived. Secured Party shall have all rights and remedies of a secured party under the Indiana Uniform Commercial Code and any other applicable law, including, without limitation, the right to: (a) take immediate possession of the Collateral, without notice or resort to legal process, and for such purpose, to enter upon any premises on which the Collateral is situated and remove the same therefrom, or, at Secured Party's option, to render the Collateral unusable or dispose of the Collateral on Debtor's premises; (b) require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party; (c) dispose of the Collateral at public or private sale, in one or more lots, in any county or place selected by Secured Party, at which sale Secured Party may be the purchaser, with or without the Collateral being physically present; (d) any notice of sale, disposition, or other action required by the Indiana UCC, when sent to Debtor at Debtor's address shown on the Credit Application at least five (5) days prior to such action, shall constitute reasonable notice; and (e) apply the proceeds of any sale or disposition of the Collateral to the Obligations in such order and manner as Secured Party may determine in its sole discretion. Secured Party's rights and remedies are cumulative and may be exercised concurrently or successively.

6. NOTIFICATION AND AUTHORITY

Debtor authorizes Secured Party to file such financing statements, continuation statements, and amendments as Secured Party may determine to be desirable to perfect and maintain Secured Party's purchase money security interest in the Collateral, in any jurisdiction, without further authorization from Debtor. Secured Party may at any time notify any other person claiming a security interest in Debtor's inventory of this purchase money security interest. Debtor warrants that its legal name and state of incorporation or formation are accurately set forth in the Credit Application, and Debtor shall immediately notify Secured Party in writing of any change to Debtor's name, identity, structure, ownership, jurisdiction of formation, or principal place of business.

7. MISCELLANEOUS

7.1 Assignment. Debtor shall not assign this Agreement without the prior written consent of Secured Party. Secured Party may assign this Agreement at any time without notice to or consent of Debtor.

7.2 Persons Bound; Joint and Several Liability. Each person signing this Agreement is a Debtor, and the obligations of all Debtors under this Agreement are joint and several. This Agreement benefits Secured Party and its successors and assigns, and binds each Debtor and its respective heirs, personal representatives, successors, and assigns.

7.3 Governing Law. The validity, construction, and enforcement of this Agreement shall be governed by the internal laws of the State of Indiana, without regard to its conflict-of-laws principles. All terms not otherwise defined herein have the meanings assigned to them by Articles 1 and 9 of the Indiana Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

7.4 Costs and Fees. In the event Secured Party engages an attorney, collection agency, or any other person to collect the Obligations or to enforce its rights and remedies hereunder, Debtor agrees to pay all reasonable attorneys' fees (including in-house counsel), collection costs, court costs, filing fees, expert witness fees, deposition costs, and all costs of appeal.

7.5 Jurisdiction & Venue; Jury Trial Waiver. Debtor irrevocably consents and submits to the EXCLUSIVE personal jurisdiction and venue of the state and federal courts located in Clark County, Indiana, and agrees that any action arising out of or relating to this Agreement shall be brought in such courts. Debtor waives any objection based on forum non conveniens, lack of personal jurisdiction, or improper venue. **DEBTOR AND SECURED PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Signed this _____ day of _____, 20_____.

_____ Debtor — Authorized Signature	_____ Printed Legal Business Name of Debtor
_____ Printed Name of Signatory	_____ Title

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CREDIT TERMS & CONDITIONS

Credit Department • 888-315-2579 • credit@nwpbe.com

These Credit Terms & Conditions (the "Terms") govern the extension of credit by NATIONWIDE PBE (the "Secured Party" or the "Company") to the customer/applicant (the "Customer"). These Terms are incorporated into and form part of the Credit Application & Agreement, the Personal Guarantee, and the Purchase Money Security Agreement. By signing the Credit Application, Customer agrees to be bound by these Terms.

- Credit Approval & Order Acceptance.** All orders are subject to Sales and Credit Department approval by NATIONWIDE PBE's corporate office. Any variation from published terms must be approved in writing by NATIONWIDE PBE to be honored. All new accounts, and any current account requesting a change in credit status, may be required to supply an updated credit application, current trade references, current bank references, and current financial statements.
- Right to Re-Evaluate Credit; Right to Modify or Suspend.** Customer expressly agrees that NATIONWIDE PBE reserves the right, at any time and in its SOLE DISCRETION, to (a) modify, reduce, suspend, or terminate Customer's credit limit; (b) change payment terms (including requiring net-on-receipt, COD, prepayment, or cash-in-advance); (c) require additional security, additional guarantors, or additional financial information; (d) refuse to ship any pending or future order; and (e) accelerate the due date of any and all outstanding balances. Such actions may be taken with or without prior notice and shall not give rise to any claim, damages, or liability against NATIONWIDE PBE.
- Refusal of Shipment.** NATIONWIDE PBE retains the right to refuse shipment of orders to any account with a past-due balance, with any unresolved dispute, or for any reason in its sole discretion.
- Credit Hold; Partial Shipment; Right to Withhold Delivery on Default.** Whenever Customer's account is past due in whole or in part, has exceeded its approved credit limit, is subject to any unresolved dispute, or whenever any Default or event that with notice or lapse of time would constitute a Default exists, NATIONWIDE PBE may, in its sole discretion and without liability, place Customer's account on immediate credit hold and (a) withhold, delay, suspend, or cancel any pending or future order or delivery in whole or in part; (b) ship only a portion of any order and hold the balance; (c) require payment in full of all past-due and current amounts, cash-in-advance, COD, or additional security as a condition of any further shipment; and (d) apply any undelivered goods, deposits, credits, or payments against any amounts Customer owes NATIONWIDE PBE on any account. Partial shipments may be separately invoiced and are due in accordance with these Terms. NATIONWIDE PBE's exercise of any of these rights shall not constitute a breach, shall not entitle Customer to any damages, offset, or cancellation, and shall not waive any other right or remedy.
- NSF Checks & Returned Payments.** Any check, ACH, electronic funds transfer, or other instrument tendered by Customer that is dishonored, returned for non-sufficient funds, stopped, or otherwise rejected by Customer's financial institution (a "Returned Item") will result in the Customer's account being placed on immediate Cash-In-Advance status. Customer shall pay NATIONWIDE PBE, for each Returned Item, a service charge equal to the greater of (i) Twenty-Seven Dollars and Fifty Cents (\$27.50) or (ii) five percent (5%) of the face amount of the Returned Item, not to exceed Two Hundred Fifty Dollars (\$250.00) (the maximum permitted under Indiana Code § 35-43-5-5). In addition to the foregoing service charge, Customer remains liable for the full face amount of the Returned Item, interest thereon at the rate of eighteen percent (18%) per annum from the date of the Returned Item pursuant to Indiana Code § 26-2-7-5, treble damages where applicable, and all attorneys' fees and costs of collection.
- COD Refusal.** Refusal of a COD shipment will cause the account to be placed on immediate Cash-In-Advance status. Only cash, certified or cashier's check, or electronic payment (ACH, wire) will be accepted for Cash-In-Advance shipments.
- Freight Inspection, Damaged Shipments & 72-Hour Reporting Window.** (a) Inspection at Delivery. Customer is solely responsible for thoroughly inspecting each shipment BEFORE signing the carrier's bill of lading, delivery receipt, or proof of delivery (collectively, the "BOL"). Customer's signature on the BOL without exception or notation constitutes Customer's acknowledgment that the shipment was received complete, intact, and in good condition. (b) Visible Damage & Seal Integrity. Customer shall examine every carton, pallet, container, and outer package for visible damage (crushing, punctures, leakage, water exposure, etc.) and shall verify that NATIONWIDE PBE's tamper-evident seal tape is intact, unbroken, and present on every package. If (i) any visible damage exists, or (ii) the NATIONWIDE PBE seal tape is missing, broken, cut, or appears tampered with, Customer must either (1) REFUSE the shipment in full, or (2) accept the shipment ONLY after clearly noting on the BOL the words "RECEIVED DAMAGED" together with a description of the visible damage and/or the condition of the seal tape, and obtaining the carrier driver's signature acknowledging the notation. (c) 72-Hour Reporting Window. Customer shall report any and all shortages, damages, concealed damage, missing items, mis-shipments, or other disputes to NATIONWIDE PBE in writing within seventy-two (72) hours of delivery, by e-mail to shipping@nwpbe.com or by other written notice actually received by NATIONWIDE PBE within the 72-hour window. The notice must include the invoice number, BOL number, date and time of delivery, a detailed description of the issue, and photographs of the damage where applicable. (d) Waiver of Claim. Failure of Customer to (i) properly note visible damage and/or broken or missing seal tape on the BOL at the time of delivery, or (ii) deliver written notice of any shortage, damage, or dispute to shipping@nwpbe.com within the 72-hour window, shall constitute Customer's irrevocable acceptance of the shipment as complete, undamaged, and in conformity with Customer's order, and shall operate as a complete and final waiver of any and all claims against NATIONWIDE PBE arising from such shortage, damage, or dispute. The invoice shall thereafter be deemed conclusively accepted and payable in full, without offset, deduction, or claim of any kind. (e) Customer Liability for Improperly Accepted Damaged Freight. If Customer accepts a shipment exhibiting visible damage or with broken or missing NATIONWIDE PBE seal tape WITHOUT properly noting "RECEIVED DAMAGED" on the BOL and obtaining the driver's signature, Customer assumes full and exclusive liability for the condition of the shipment and expressly waives any right to refuse payment, claim credit, charge back, or seek any recovery from NATIONWIDE PBE or the freight carrier.
- Returns.** No product may be returned without prior Return Material Authorization ("RMA") from NATIONWIDE PBE's customer service department. NO RETURNS OF ANY KIND WILL BE ACCEPTED, AND NO RMA WILL BE ISSUED, MORE THAN THIRTY (30) DAYS AFTER THE INVOICE DATE. Any product for which a return is requested, or which is received by NATIONWIDE PBE, after the expiration of this thirty (30) day period shall be deemed conclusively accepted and non-returnable, and NATIONWIDE PBE shall have no obligation to accept, credit, refund, or exchange such product. All approved returns are subject to a restocking charge of twenty percent (20%) of the invoice price. Except as otherwise expressly noted or agreed upon in a writing signed by NATIONWIDE PBE, Customer (the buyer) is solely responsible for, and shall prepay, all freight, shipping, insurance, and handling charges on any and all returns, including returns of hazardous materials; no verbal statement, representation, or agreement shall shift, waive, or alter this freight-responsibility obligation. Collect shipments will be refused unless NATIONWIDE PBE has expressly agreed in writing in advance to bear freight. NATIONWIDE PBE does accept returns of hazardous materials, provided such returns are (i) authorized in advance by a valid RMA, (ii) shipped within the thirty (30) day window, (iii) packaged, labeled, marked, manifested, and transported by Customer in strict compliance with all applicable U.S. Department of Transportation, IATA, EPA, OSHA, and other federal, state, and local laws and regulations governing the handling and transportation of hazardous materials, and (iv) freight prepaid by Customer. Customer shall indemnify, defend, and hold NATIONWIDE PBE harmless from any and all fines, penalties, claims, damages, spills, releases, cleanup costs, and liabilities arising out of Customer's packaging, labeling, or shipment of any returned hazardous material. Custom-mixed paint, special-order items, and items not in original, unopened, resalable condition are not eligible for return. The RMA number issued by NATIONWIDE PBE must be clearly marked on the outside of each carton or package of any return; any return received without a valid, current RMA number so marked will be refused at Customer's expense or, at NATIONWIDE PBE's sole option, disposed of without credit, refund, or return to Customer, and Customer shall remain liable for the full invoice amount. No verbal or oral communication, representation, promise, or course of dealing shall create, modify, or override any term of this Returns policy or any other provision of these Terms; all changes must be in a writing signed by an authorized representative of NATIONWIDE PBE.

9. **Late Payment Charges.** Customer agrees to pay all invoices in accordance with NATIONWIDE PBE's standard terms then in effect. Customer specifically agrees to pay a late-payment finance charge at the rate of ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (an annual percentage rate of 18%) on all amounts not paid within thirty (30) days of the invoice date, or the highest rate permitted by applicable Indiana law, whichever is less. Customer further agrees that such finance charge is reasonable and not a penalty.
10. **Prompt Payment; Invoice Finality; Dispute Deadline.** All invoices are due and payable in full in accordance with NATIONWIDE PBE's stated terms, without offset, deduction, holdback, or counterclaim of any kind. Customer must examine each invoice upon receipt. Any dispute, claim, error, shortage, pricing objection, or request for adjustment or credit with respect to an invoice MUST be submitted to NATIONWIDE PBE in writing, at credit@nwpbe.com, and actually received by NATIONWIDE PBE within TEN (10) CALENDAR DAYS after the invoice date, and must specify in detail the invoice number and the exact basis and amount of the dispute. Any portion of an invoice that is not disputed within this ten (10) day period must be paid when due regardless of any dispute as to any other portion. Customer's failure to deliver a written, detailed dispute within the ten (10) day period shall constitute Customer's irrevocable and conclusive acceptance of the invoice as correct, complete, and payable in full, and shall be a complete and permanent waiver of any and all disputes, claims, offsets, deductions, chargebacks, or defenses to payment of that invoice, whether known or unknown. This deadline is separate from, and in addition to, the seventy-two (72) hour freight-and-damage reporting window in the Freight Inspection section, which continues to govern shortage and damage claims.
11. **Application of Payments; Standard Terms.** Customer accepts NATIONWIDE PBE's standard terms and conditions of sale, regardless of any terms or conditions appearing on Customer's purchase orders, acknowledgments, or other documents. Any conflicting or additional terms proposed by Customer are hereby objected to and rejected. NATIONWIDE PBE may apply payments to any open invoices and charges (including finance charges, NSF fees, restocking fees, attorneys' fees, and any other Obligations) in any order it determines in its sole discretion.
12. **Product Warranties; Disclaimer; Limitation of Liability.** (a) **Manufacturer Warranty Only.** Products are sold subject to, and Customer's sole warranty is, the applicable manufacturer's written warranty, if any. NATIONWIDE PBE is a distributor and does not manufacture the products it sells. (b) **DISCLAIMER.** EXCEPT FOR THE MANUFACTURER'S WRITTEN WARRANTY, ALL PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS," AND NATIONWIDE PBE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF EVERY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NATIONWIDE PBE DOES NOT WARRANT THAT ANY PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR PRODUCE ANY PARTICULAR RESULT, COLOR MATCH, OR FINISH. Customer is solely responsible for determining the suitability of any product for Customer's intended use and for proper storage, mixing, application, handling, and disposal. (c) **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NATIONWIDE PBE'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY PRODUCT OR ORDER, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER TO NATIONWIDE PBE FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. (d) **NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL NATIONWIDE PBE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST BUSINESS, LOSS OF USE, DOWNTIME, LABOR OR REFINISHING COSTS, COST OF COVER, OR DAMAGE TO VEHICLES OR OTHER PROPERTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (e) Customer's exclusive remedy for any nonconforming product is, at NATIONWIDE PBE's option, replacement of the product or credit of the purchase price, conditioned on compliance with the Returns and Freight Inspection sections. Customer acknowledges that the pricing reflects this allocation of risk.
13. **Sales-Tax Exemption — Ongoing Obligation.** If Customer claims sales-tax exemption (resale, manufacturer, non-profit, government, or otherwise), Customer must (a) deliver a current, valid, properly completed exemption or resale certificate for each state in which exemption is claimed, before any tax-exempt purchase; and (b) IMMEDIATELY notify NATIONWIDE PBE, in writing at credit@nwpbe.com, of any expiration, suspension, revocation, non-renewal, audit determination, or other invalidation of any such exemption or resale permit. Customer shall be solely and fully responsible for, and shall indemnify, defend, and hold NATIONWIDE PBE harmless from, any and all sales tax, use tax, penalties, interest, audit costs, and attorneys' fees that may be assessed against NATIONWIDE PBE by any taxing authority arising out of or related to any purchase by Customer where Customer's claimed exemption was, in whole or in part, invalid, expired, revoked, or otherwise not properly applicable. This obligation survives termination of the credit relationship.
14. **Ongoing Disclosure / Material Change.** Customer shall notify NATIONWIDE PBE in writing, at credit@nwpbe.com, within ten (10) days of any of the following: (a) any change in ownership, form of ownership, control, name, DBA, or legal structure of Customer; (b) any change in the principal place of business or billing address of Customer; (c) any material adverse change in the financial condition of Customer or any Guarantor; (d) the commencement of any bankruptcy, receivership, assignment for the benefit of creditors, dissolution, or sale-of-substantially-all-assets transaction involving Customer; (e) any loss, suspension, revocation, expiration, or non-renewal of any business license, sales-tax exemption, resale permit, EPA permit, hazardous materials permit, or other governmental authorization required for Customer's business; and (f) the commencement of any lawsuit, judgment, or tax lien against Customer in an amount exceeding \$10,000. This obligation is a continuing one and shall remain in full force and effect until written notice of revocation is received by NATIONWIDE PBE.
15. **Loss of Tax-Exempt or Resale Status — Customer Liability.** In any case where Customer's sales-tax exemption or resale permit is, or becomes, invalid, expired, suspended, or revoked at the time of any purchase, Customer expressly agrees that Customer shall be liable to NATIONWIDE PBE for the full amount of all applicable sales and use taxes (and any associated penalties and interest) that should have been collected, and that NATIONWIDE PBE may add such taxes, penalties, and interest to Customer's account and demand immediate payment. Customer waives any defense based on the timing of NATIONWIDE PBE's discovery of such invalidity.
16. **Cumulative Remedies; No Waiver.** All rights and remedies of NATIONWIDE PBE under these Terms, the Credit Application, the Personal Guarantee, the Purchase Money Security Agreement, the Indiana UCC, and applicable law are cumulative and may be exercised concurrently or successively. No failure or delay by NATIONWIDE PBE in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise. Waiver of any breach is not waiver of any subsequent breach.
17. **Attorneys' Fees & Collection Costs.** In consideration of NATIONWIDE PBE extending credit, Customer hereby agrees jointly and severally to pay for all amounts owed, including the price of goods, interest, finance charges, NSF fees, restocking fees, and merchandise supplied by NATIONWIDE PBE. In the event it becomes necessary to place the account with an attorney, collection agency, or any other party for collection, Customer agrees to pay all costs of collection, including reasonable attorneys' fees (including in-house counsel), court costs, filing fees, expert witness fees, and all costs of appeal.
18. **Governing Law, Jurisdiction, Venue & Jury Trial Waiver.** These Terms and all related documents (including the Credit Application, the Personal Guarantee, and the Purchase Money Security Agreement) shall be governed by and construed in accordance with the internal laws of the State of Indiana, without regard to its conflict-of-laws principles. Customer irrevocably consents and submits to the EXCLUSIVE personal jurisdiction and venue of the state and federal courts located in Clark County, Indiana, for the resolution of any dispute arising out of or relating to these Terms, the Credit Application, the Personal Guarantee, or the Purchase Money Security Agreement. Customer waives any objection based on forum non conveniens, lack of personal jurisdiction, or improper venue, and waives the privilege of being sued in the county or state of Customer's residence or principal place of business. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE CREDIT RELATIONSHIP.
19. **Indemnification.** Customer shall indemnify, defend, and hold harmless NATIONWIDE PBE, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Customer's breach of these Terms or any related document; (b) Customer's use, storage, handling, transportation, resale, or disposal of any product purchased from NATIONWIDE PBE; (c) any claim by any third party arising out of Customer's business operations; and (d) any sales-tax, use-tax, or governmental assessment described in Section 15 above.

20. Severability; Entire Agreement; Modifications. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. These Terms, together with the Credit Application & Agreement, the Personal Guarantee, the Purchase Money Security Agreement, and any current written amendments, constitute the entire agreement between the parties regarding credit, and supersede all prior or contemporaneous oral or written communications. These Terms may be modified by NATIONWIDE PBE upon notice to Customer; Customer's continued purchase of goods or services following such notice shall constitute Customer's acceptance of the modified Terms. THERE ARE NO VERBAL OR ORAL AGREEMENTS, CONTRACTS, PROMISES, REPRESENTATIONS, WARRANTIES, SIDE AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES OF ANY KIND. No verbal, oral, or course-of-dealing statement, agreement, promise, or representation — whether made before, at the time of, or after execution of these Credit Documents, and whether made by any employee, agent, salesperson, or representative of NATIONWIDE PBE — shall create, add to, waive, modify, contradict, supersede, or override any term of these Terms or any other Credit Document, and Customer expressly acknowledges that it has not relied on any such verbal or oral statement. Any modification, amendment, or waiver of any provision of these Credit Documents shall be effective ONLY if set forth in a writing that expressly references this Agreement and is signed by an authorized officer of NATIONWIDE PBE. Customer irrevocably waives any claim or defense based on any alleged verbal or oral agreement inconsistent with these Credit Documents.

NATIONWIDE PBE

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VOC & ENVIRONMENTAL REGULATORY COMPLIANCE ADDENDUM

SECTIONS 21–29 — VOC & ENVIRONMENTAL REGULATORY COMPLIANCE; SOLE RESPONSIBILITY OF CUSTOMER

The following Sections 21 through 29 are a part of, and are incorporated into, the Credit Terms & Conditions and every other Credit Document, and apply to EVERY order and EVERY purchase of ANY product from NATIONWIDE PBE by ANY means whatsoever — including, without limitation, orders placed through any website or online marketplace, by telephone, text message, e-mail, facsimile, EDI, purchase order, standing or blanket order, will-call, or in person — whether on credit terms, COD, prepaid, or otherwise. These Sections apply to all Customers, all products, all order channels, and all destinations, in every U.S. state, district, territory, and possession and in every foreign country.

- 21. Definitions.** As used in Sections 21 through 29: (a) "Environmental Requirements" means any and all federal, state, regional, district, county, municipal, local, foreign, and international laws, statutes, codes, ordinances, rules, regulations, orders, permits, licenses, registrations, directives, standards, guidance, control measures, and requirements of any governmental or quasi-governmental authority, in each case as amended, supplemented, or replaced from time to time, that relate in any way to volatile organic compounds ("VOC") content or emissions, maximum incremental reactivity ("MIR" or "PW-MIR") limits, hazardous air pollutants, toxic air contaminants, restricted or prohibited chemical constituents or ingredients (including, without limitation, para-chlorobenzotrifluoride (pCBtF), tertiary-butyl acetate (t-BAC), methylene chloride, hexavalent chromium, lead, cadmium, isocyanates, and per- and polyfluoroalkyl substances (PFAS)), or to the manufacture, formulation, labeling, packaging, registration, reporting, recordkeeping, marketing, advertising, sale, offer for sale, supply, distribution, possession, storage, transportation, application, use, or disposal of coatings, paints, primers, sealers, clearcoats, color coatings, reducers, thinners, hardeners, additives, solvents, cleaning solvents, aerosols, or any other paint, body, and equipment ("PBE") products, including, without limitation and by way of example only: the federal Clean Air Act (42 U.S.C. § 7401 et seq.) and the National Volatile Organic Compound Emission Standards for Automobile Refinish Coatings (40 C.F.R. Part 59, Subpart B); the rules of the California Air Resources Board ("CARB") and of every California air pollution control and air quality management district, including the CARB Suggested Control Measure for Automotive Coatings as adopted by district rule and South Coast AQMD Rule 1151; Maryland COMAR 26.11.19.23; the rules of Delaware, the District of Columbia, and every other jurisdiction that has adopted low-VOC automotive refinishing rules; the consumer-products, aerosol-coatings, and architectural/industrial-maintenance coatings rules of any state (including the Ozone Transport Commission model rules as adopted by any state); California Proposition 65 (Health & Safety Code § 25249.5 et seq.); the federal Toxic Substances Control Act; and any analogous law of any jurisdiction. (b) "Destination Jurisdiction" means each and every state, district, county, municipality, territory, or country into which, or within which, any product ordered from NATIONWIDE PBE is shipped, delivered, imported, received, possessed, stored, marketed, sold, offered for sale, supplied, distributed, resold, applied, or used, whether by Customer or by any subsequent transferee. (c) "Noncompliant Product" means, with respect to any Destination Jurisdiction, any product whose VOC content, MIR value, chemical constituents, labeling, or other characteristic does not conform to the Environmental Requirements applicable to that product in that Destination Jurisdiction, or whose sale, supply, possession, application, or use in that Destination Jurisdiction is restricted, conditioned, or prohibited in whole or in part.
- 22. Sole, Exclusive, and Non-Delegable Responsibility of Customer.** CUSTOMER — AND CUSTOMER ALONE — BEARS THE SOLE, EXCLUSIVE, ABSOLUTE, CONTINUING, AND NON-DELEGABLE RESPONSIBILITY, BEFORE PLACING EACH AND EVERY ORDER, TO INVESTIGATE, DETERMINE, AND VERIFY WHETHER EACH PRODUCT ORDERED IS LAWFUL FOR SALE, SUPPLY, POSSESSION, DISTRIBUTION, APPLICATION, AND USE IN EVERY DESTINATION JURISDICTION, AND TO IDENTIFY, QUALIFY FOR, DOCUMENT, AND COMPLY WITH ANY EXEMPTION UPON WHICH CUSTOMER RELIES. Customer acknowledges that Environmental Requirements differ materially from jurisdiction to jurisdiction; that certain jurisdictions — including, without limitation, the State of California (and its individual air districts, including the South Coast AQMD), the State of Maryland, the State of Delaware, and the District of Columbia — impose VOC content limits, chemical-constituent prohibitions, and point-of-sale restrictions on automotive refinish coatings and related products that are substantially more restrictive than the federal national rule; that such laws change frequently and without notice to NATIONWIDE PBE or to Customer; and that products lawful in one jurisdiction may be unlawful to sell, supply, or use in another. Customer's responsibility under this Section extends to every product, every order, every order channel, and every Destination Jurisdiction, without exception, and cannot be transferred to, assumed by, or imposed upon NATIONWIDE PBE by any course of dealing, course of performance, usage of trade, statement of any employee or agent, or any other circumstance whatsoever.
- 23. Customer Certifications — Automatically Renewed and Reaffirmed with Every Order.** Each and every time Customer places an order with NATIONWIDE PBE, by any means whatsoever, Customer automatically, unconditionally, and without any further act or signature makes, renews, and reaffirms each of the following certifications and representations to NATIONWIDE PBE as of the date of that order, and each such certification is a material inducement to NATIONWIDE PBE's acceptance of the order: (a) Customer has independently reviewed the technical data sheets, safety data sheets, product labels, and applicable Environmental Requirements for each product ordered and for each Destination Jurisdiction; (b) EITHER (i) each product ordered is fully compliant with all Environmental Requirements of every Destination Jurisdiction, OR (ii) Customer holds, qualifies for, and will strictly comply with a valid, documented exemption, exclusion, self-through provision, or other lawful authorization under the Environmental Requirements of the relevant Destination Jurisdiction (including, by way of example only, exemptions for industrial or OEM use, non-automotive or non-refinish use, military or government use, antique, vintage, or classic vehicle use, aerospace use, agricultural or off-road equipment use, laboratory, testing, or research use, small-container exemptions, or lawful resale or re-shipment into a jurisdiction where the product is compliant), and each product ordered will be sold, supplied, distributed, applied, and used ONLY within the scope of, and in strict conformity with, that exemption or authorization; (c) Customer will not sell, offer for sale, supply, market, distribute, apply, or use any Noncompliant Product in any Destination Jurisdiction in violation of any Environmental Requirement, and will not cause, permit, assist, or facilitate any other person in doing so; (d) if Customer resells any product, Customer will independently verify the compliance status of the product in the jurisdiction of each of Customer's own customers, and Customer accepts full and sole responsibility for all downstream sale, distribution, application, and use of every product after it leaves NATIONWIDE PBE's dock; (e) Customer is a commercial/wholesale purchaser acquiring products for business purposes and not as a consumer; and (f) all information provided by Customer regarding destination, intended use, and exemption status is and will remain true, accurate, and complete. Customer's placement of an order constitutes Customer's written certification of each of the foregoing under the E-SIGN consent set forth in this packet.

- 24. NATIONWIDE PBE Makes No Compliance Representation; No Duty to Screen, Advise, or Monitor; No Reliance.** (a) NATIONWIDE PBE is a wholesale distributor. It is not the manufacturer or formulator of the products it sells, does not control product formulation or labeling, and MAKES NO REPRESENTATION, WARRANTY, CERTIFICATION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, THAT ANY PRODUCT IS COMPLIANT WITH, EXEMPT FROM, OR LAWFUL UNDER THE ENVIRONMENTAL REQUIREMENTS OF ANY JURISDICTION. (b) NATIONWIDE PBE has NO duty or obligation — and Customer expressly agrees that NATIONWIDE PBE has no duty or obligation — to screen, review, verify, restrict, block, flag, question, or reject any order or shipping destination; to determine or confirm the VOC content, MIR value, or chemical constituents of any product; to determine the compliance or exemption status of any product, Customer, or Destination Jurisdiction; to monitor changes in any Environmental Requirement; or to notify Customer of any of the foregoing. NATIONWIDE PBE's acceptance of an order, processing of a shipment to any address supplied by Customer, or listing of any product on any website, catalog, or price list shall NEVER be construed as a representation, recommendation, or assurance that the product is lawful in any Destination Jurisdiction. (c) Any information, statement, data sheet, chart, or opinion regarding VOC content, regulatory status, compliance, or exemptions that NATIONWIDE PBE or any of its employees or agents may provide at any time is furnished strictly as a courtesy, without charge, without verification, and WITHOUT ANY WARRANTY OF ACCURACY OR COMPLETENESS, and shall never be relied upon by Customer, shall never shift any responsibility to NATIONWIDE PBE, and shall never modify, waive, or diminish any provision of Sections 21 through 29. (d) CUSTOMER EXPRESSLY REPRESENTS THAT IT HAS NOT RELIED, AND AGREES THAT IT WILL NOT RELY, ON NATIONWIDE PBE FOR ANY DETERMINATION OF REGULATORY COMPLIANCE, AND THAT CUSTOMER RELIES SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND ITS OWN LEGAL, REGULATORY, AND ENVIRONMENTAL ADVISORS.
- 25. Shipment at Customer's Direction; Title and Risk at Origin; Customer as Responsible Introducing, Selling, and Distributing Party; Export Orders.** (a) All sales are made F.O.B. NATIONWIDE PBE's facility in Jeffersonville, Indiana (or such other origin facility as NATIONWIDE PBE may designate). Title to, and all risk of loss of, each product passes to Customer at the origin dock upon tender to the carrier. (b) Every shipment is made solely at the direction of, on behalf of, and as an accommodation to Customer, to the destination selected and supplied exclusively by Customer. As between Customer and NATIONWIDE PBE, any introduction, importation, transportation, delivery, or supply of any product into any Destination Jurisdiction is an act of Customer, performed at Customer's sole direction, for Customer's sole benefit, and at Customer's sole risk and responsibility. (c) To the fullest extent permitted by law, Customer agrees that, as between the parties, Customer — and not NATIONWIDE PBE — is, and shall be treated as, the party responsible for any regulated "sale," "offer for sale," "supply," "marketing," "distribution," "possession," "application," or "use" of any product within any Destination Jurisdiction for purposes of all Environmental Requirements of that Destination Jurisdiction, and Customer assumes all obligations, duties, and liabilities imposed on any such party. (d) For any order shipped, re-shipped, or resold outside the United States, Customer is and shall act as the exporter of record and importer of record (or shall lawfully designate another party, other than NATIONWIDE PBE, to act as such), and Customer bears sole responsibility for compliance with all U.S. export control, customs, sanctions, and hazardous-materials transportation laws and with all laws of the destination country. NATIONWIDE PBE shall in no event be the exporter or importer of record for any Customer shipment.
- 26. Environmental Indemnification — Broadest Form; Defense; Payment on Demand.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO NATIONWIDE PBE), PROTECT, AND HOLD HARMLESS NATIONWIDE PBE AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "NATIONWIDE PBE PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, INVESTIGATIONS, NOTICES OF VIOLATION, CITATIONS, ORDERS, JUDGMENTS, FINES, CIVIL AND ADMINISTRATIVE PENALTIES, CRIMINAL PENALTIES AND RESTITUTION, ASSESSMENTS, ABATEMENT AND CORRECTIVE-ACTION COSTS, RECALL, SEIZURE, QUARANTINE, STOP-SALE, STORAGE, TESTING, AND DISPOSAL COSTS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT AND CONSULTANT FEES, AND COSTS OF INVESTIGATION, DEFENSE, SETTLEMENT, AND APPEAL) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH: (a) CUSTOMER'S ORDERING, PURCHASE, SHIPMENT, IMPORTATION, RECEIPT, POSSESSION, STORAGE, MARKETING, SALE, OFFER FOR SALE, SUPPLY, DISTRIBUTION, RESALE, APPLICATION, USE, OR DISPOSAL OF ANY PRODUCT PURCHASED FROM NATIONWIDE PBE; (b) ANY ACTUAL OR ALLEGED VIOLATION OF ANY ENVIRONMENTAL REQUIREMENT BY CUSTOMER, BY ANY DOWNSTREAM PURCHASER OR TRANSFEREE, OR BY ANY NATIONWIDE PBE PARTY ARISING FROM OR RELATED TO ANY ORDER PLACED BY CUSTOMER OR ANY SHIPMENT MADE AT CUSTOMER'S DIRECTION; (c) ANY BREACH OR INACCURACY OF ANY CERTIFICATION, REPRESENTATION, OR OBLIGATION OF CUSTOMER UNDER SECTIONS 21 THROUGH 29; AND (d) ANY CLAIM THAT ANY PRODUCT ORDERED BY CUSTOMER WAS A NONCOMPLIANT PRODUCT IN ANY DESTINATION JURISDICTION. THIS INDEMNITY APPLIES REGARDLESS OF ANY ALLEGED OR ACTUAL NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE) OR STRICT LIABILITY OF ANY NATIONWIDE PBE PARTY, EXCEPT ONLY TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINALLY ADJUDICATES THAT THE LOSS WAS CAUSED BY THE WILLFUL MISCONDUCT OF A NATIONWIDE PBE PARTY. All amounts owed under this Section are due within ten (10) days of written demand, may be charged to Customer's account, accrue finance charges as provided in Section 9, are Obligations guaranteed under the Personal Guarantee, and are secured under the Purchase Money Security Agreement.
- 27. Notice of Regulatory Action; Cooperation; No Prejudicial Settlement.** Customer shall notify NATIONWIDE PBE in writing at credit@nwpbe.com within five (5) business days after Customer receives, learns of, or becomes subject to any notice of violation, inspection, inquiry, subpoena, information request, investigation, enforcement action, stop-sale order, or proceeding by any governmental authority relating in any way to any product purchased from NATIONWIDE PBE. Customer shall fully cooperate with NATIONWIDE PBE, at Customer's sole expense, in the investigation, defense, and resolution of any such matter, including providing records of purchase, resale, destination, and use. Customer shall not make any admission, statement, or settlement that imposes, or purports to impose, any obligation or liability on any NATIONWIDE PBE Party without NATIONWIDE PBE's prior written consent. Customer shall maintain, for not less than five (5) years, records sufficient to demonstrate the destination, disposition, and (where applicable) exemption basis for every product purchased, and shall produce such records to NATIONWIDE PBE within ten (10) days of request.
- 28. Right — But Never a Duty — to Refuse, Cancel, or Restrict; No Liability; No Waiver.** NATIONWIDE PBE may, in its sole and absolute discretion and without liability of any kind, refuse, reject, cancel, suspend, or limit any order, product, quantity, or shipping destination at any time, including on the basis of any actual, suspected, or possible regulatory issue, and may require additional documentation of Customer's compliance or exemption status as a condition of any sale. Any such action — or any decision NOT to take such action — shall never create, evidence, or imply any duty on the part of NATIONWIDE PBE to screen, verify, or police orders or destinations, shall never constitute a course of dealing, and shall never waive or diminish any provision of Sections 21 through 29. NATIONWIDE PBE shall have no liability whatsoever to Customer or to any third party for refusing, cancelling, or restricting any order, or for accepting and shipping any order as directed by Customer.
- 29. Breach; Remedies; Survival; Construction; Severability.** (a) Any breach of, or inaccuracy in, any provision of Sections 21 through 29 constitutes a material breach of these Terms and an immediate Event of Default under the Purchase Money Security Agreement and all other Credit Documents, entitling NATIONWIDE PBE, without notice, to suspend or terminate credit and shipments, accelerate all Obligations, and exercise every other right and remedy under the Credit Documents and applicable law, all of which are cumulative. Customer acknowledges that monetary damages may be inadequate for such a breach and that NATIONWIDE PBE is entitled to specific performance and injunctive relief in addition to all other remedies. (b) Sections 21 through 29 survive indefinitely the completion of any order, the termination of credit, and the termination of the parties' relationship, and apply to every past, present, and future order. (c) Sections 21 through 29 shall be construed together with, and in addition to — and shall in no way limit — the disclaimers, limitations of liability, and indemnities set forth elsewhere in the Credit Documents (including Sections 12 and 19); in the event of any conflict, the provision affording the greater protection to NATIONWIDE PBE shall control. (d) If any provision of Sections 21 through 29 is held invalid, illegal, or unenforceable in any jurisdiction, it shall be reformed and enforced to the maximum extent permitted, and the remaining provisions shall remain in full force and effect; any such holding shall not affect the validity or enforceability of that provision in any other jurisdiction.

NATIONWIDE PBE

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VOC & ENVIRONMENTAL COMPLIANCE CERTIFICATION — REQUIRED FOR ALL CUSTOMERS

CUSTOMER CERTIFICATION OF VOC & ENVIRONMENTAL RESPONSIBILITY — MUST BE INITIALED AND SIGNED

Each item below must be initialed by an authorized officer, member, partner, or owner of Customer. This Certification is a material inducement to NATIONWIDE PBE's acceptance of Customer's account and orders, is incorporated into the Credit Documents, and is automatically renewed and reaffirmed by Customer each and every time Customer places an order by any means (website, online marketplace, telephone, text, e-mail, fax, EDI, purchase order, will-call, or in person).

Initials: _____ **SOLE RESPONSIBILITY.** Customer — not NATIONWIDE PBE — is solely, exclusively, and absolutely responsible for knowing and complying with all VOC and environmental laws of every state, district, and country to which Customer directs shipment or in which Customer or its customers sell, distribute, apply, or use any product, including without limitation California (and every California air district, including the South Coast AQMD), Maryland, Delaware, and the District of Columbia.

Initials: _____ **COMPLIANCE OR EXEMPTION — EVERY ORDER.** For every product on every order, either (i) the product is compliant in every destination jurisdiction, or (ii) Customer holds and will strictly comply with a valid, documented exemption or lawful authorization (e.g., industrial/OEM use, non-refinish use, military, antique/classic vehicle, aerospace, agricultural/off-road, laboratory or research use, small-container exemption, sell-through provision, or lawful resale into a jurisdiction where the product is compliant), and the product will be sold and used ONLY within that exemption.

Initials: _____ **NONCOMPLIANT ORDERS ARE CUSTOMER'S RESPONSIBILITY.** If Customer orders a product that is restricted or noncompliant in Customer's state or any destination jurisdiction, and NATIONWIDE PBE ships that order as directed, Customer accepts one hundred percent (100%) of all responsibility and liability for that order and its downstream sale, distribution, application, use, and disposal.

Initials: _____ **NO REPRESENTATION; NO RELIANCE.** NATIONWIDE PBE makes no representation or warranty of regulatory compliance for any product in any jurisdiction, has no duty to screen, verify, or block any order or destination, and Customer has not relied and will not rely on NATIONWIDE PBE for any compliance determination.

Initials: _____ **CHANGING LAWS.** VOC and environmental laws change frequently; Customer is solely responsible for monitoring all such changes in every destination jurisdiction on a continuing basis.

Initials: _____ **INDEMNIFICATION.** Customer will indemnify, defend, and hold harmless NATIONWIDE PBE and the other NATIONWIDE PBE Parties from any and all fines, penalties, claims, losses, costs, and attorneys' fees arising from Customer's orders, shipments, resale, use, or any violation of any environmental requirement, as set forth in Section 26 of the Credit Terms & Conditions.

Initials: _____ **EXPORTS.** For any international order, Customer is the exporter/importer of record and is solely responsible for all export, customs, and destination-country laws.

EXEMPTION DECLARATION (check one; complete if applicable):

- ☐ Customer will order ONLY products compliant in all of Customer's destination jurisdictions; OR
- ☐ Customer may order products under one or more lawful exemptions / authorizations. Exemption(s) claimed and jurisdiction(s):

Customer understands that checking a box above does not limit Customer's obligations: EVERY order automatically renews ALL certifications in Sections 21–29 regardless of the box checked, and Customer remains solely responsible for the accuracy and continuing validity of any exemption claimed.

BY INITIALING ABOVE AND SIGNING BELOW, CUSTOMER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY ACCEPTS SOLE AND COMPLETE RESPONSIBILITY FOR VOC AND ENVIRONMENTAL COMPLIANCE FOR EVERY PRODUCT ON EVERY ORDER, IN EVERY STATE AND EVERY COUNTRY, AND RELEASES AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS NATIONWIDE PBE FROM ANY AND ALL LIABILITY AND EXPOSURE RELATING THERETO, TO THE FULLEST EXTENT PERMITTED BY LAW.

_____ Authorized Signature of Customer	_____ Printed Name
_____ Title	_____ Date
_____ Legal Business Name of Customer	_____ State(s) / Countries Products Will Be Shipped To or Sold In

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CUSTOMER ACKNOWLEDGMENT & SIGNATURE

CUSTOMER ACKNOWLEDGMENT OF TERMS

By signing below, Customer acknowledges that Customer has read, understood, and agrees to be bound by every provision of the Credit Terms & Conditions, the Purchase Money Security Agreement, the Personal Guarantee, the Credit Application & Agreement, and the VOC & Environmental Regulatory Compliance Addendum (Sections 21–29) and Certification contained in this packet (collectively, the "Credit Documents"). Customer specifically acknowledges and agrees to the following key provisions:

- Late-payment finance charge of 1.5% per month (18% APR);
- Invoices must be disputed in writing within TEN (10) days of the invoice date or are conclusively accepted and payable in full, without offset;
- Products sold AS-IS except the manufacturer's written warranty; all implied warranties (including merchantability and fitness) are disclaimed; NATIONWIDE PBE's liability is limited to the purchase price of the product and excludes all consequential, incidental, and lost-profit damages;
- NATIONWIDE PBE's right to place the account on credit hold and withhold or make partial shipments on any past-due balance or default;
- NSF / Returned-payment service fee of the greater of \$27.50 or 5% of the dishonored amount (capped at \$250 per Indiana Code § 35-43-5-5), plus 18% per annum interest under IC § 26-2-7-5;
- Returns: RMA required; NO returns accepted after thirty (30) days from invoice date; 20% restocking fee; buyer (Customer) is responsible for and must prepay all freight on returns (including hazardous-material returns) unless NATIONWIDE PBE agrees otherwise in writing;
- Freight inspection at delivery: visible damage or broken/missing NATIONWIDE PBE seal tape MUST be noted "RECEIVED DAMAGED" on the BOL with the driver's signature, and ALL shortages, damages, and disputes must be reported in writing to shipping@nwpbe.com within 72 hours of delivery — failure to comply waives all claims;
- NATIONWIDE PBE's sole-discretion right to modify, suspend, or terminate credit and accelerate any balance;
- Customer's continuing duty to notify NATIONWIDE PBE of changes in ownership, financial condition, business structure, or sales-tax / resale-permit status;
- Customer's full liability for sales tax, penalties, and interest in the event a claimed exemption is invalid, expired, suspended, or revoked at the time of purchase;
- Exclusive jurisdiction and venue in Clark County, Indiana, governing law of the State of Indiana, and waiver of jury trial;
- NO verbal or oral agreements, promises, or representations exist or are binding; these written Credit Documents are the entire agreement and can be modified ONLY by a writing signed by an authorized officer of NATIONWIDE PBE.
- VOC & ENVIRONMENTAL COMPLIANCE (Sections 21–29): Customer — not NATIONWIDE PBE — bears sole and exclusive responsibility for compliance with all VOC and environmental laws of every destination state, district, and country (including California, Maryland, Delaware, and the District of Columbia); every order placed by any means automatically renews Customer's certification that each product is either compliant in the destination jurisdiction or covered by a valid exemption Customer holds and will honor; NATIONWIDE PBE makes no compliance representation and has no duty to screen orders or destinations; and Customer indemnifies, defends, and holds harmless NATIONWIDE PBE from all related fines, penalties, claims, and costs;

Customer Initials confirming acknowledgment of the items listed above: _____ Date: _____

FINAL CUSTOMER SIGNATURE

_____ Authorized Signature of Customer	_____ Printed Name
_____ Title	_____ Date
_____ Legal Business Name of Customer	_____ Federal Tax ID (EIN)

FOR NATIONWIDE PBE INTERNAL USE ONLY

Date Received:	D&B / Credit Score:	Approved Limit:	Approved By:
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IRS FORM W-9 REQUIRED

ATTACH OFFICIAL IRS FORM W-9

(Rev. March 2024 or later)

To complete your Credit Application & Agreement with NATIONWIDE PBE, you must attach a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification, Rev. March 2024). Please download the current official form directly from the Internal Revenue Service at:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Required Information. The W-9 you attach must include, at minimum: (i) the legal name of your business as shown on your federal income tax return; (ii) the correct federal tax classification (Sole Proprietor, C Corp, S Corp, Partnership, LLC, Trust/Estate, or Other); (iii) your address; (iv) your Taxpayer Identification Number (SSN or EIN); and (v) the certification signed under penalties of perjury.

Submission. Return the completed Form W-9 together with this Credit Application & Agreement to the NATIONWIDE PBE Credit Department by e-mail to credit@nwpbe.com or by mail to 254 America Place, Jeffersonville, IN 47130. Do NOT send the W-9 to the IRS.

Updates. You must provide an updated W-9 to NATIONWIDE PBE within ten (10) days of any change to the information shown on your most recent W-9, including any change in name, address, federal tax classification, or Taxpayer Identification Number.

☐ **Completed and signed IRS Form W-9 attached to this packet.**

Applicant Initials: _____ **Date:** _____