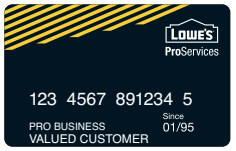
Lowe's Accounts Receivable (LAR) Credit Application

APPLICANT: Please read the following before completing this form. (1) Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources we deem appropriate in investigating it. (2) Signatory must be a proprietor, general partner or officer of the company with authority to enter into contractual agreements to borrow money. (3) The Personal Guaranty section (Section 3) can only be completed by an owner/officer or other authorized individual. (4) Please read the attached Key Credit Terms and sign below before submitting your application.

LOWE'S ProServices

NAA OPEN DOOR Experience the Savings



Lowe's® Accounts Receivable

SECTION 1 — Account Information

Is your business tax exempt? ☐ Yes ☐ No (If yes, please provide tax exempt certificate via fax or in store.)

If you want to limit single purchase amounts, enter the amount here: $ _____

Is a PO required with account purchases? ☐ Yes ☐ No **Enter additional purchasing instructions, if any:** _____

Requested Credit Line $ _____

Please provide the full name of each Authorized Buyer, including yourself. (Check the box if you want a Physical ID Card issued for each Authorized Buyer added):
If more than 3, submit a seperate list and idicate if they need cards.

☐ Name _____ ☐ Name _____ ☐ Name _____

SECTION 2 — Company Information

Company/Applicant Full Legal Name (Account will be set up in this name) _____

DBA Name (If different than Legal Name) DBA (If provided, account will be set up under this name) _____

Street Address (Street Name and Number Required) _____ City _____ State _____ ZIP _____

Phone No. _____ Tax ID* (or fein #) _____

*Required by USA Patriot Act. Social Security # may be provided if business is a sole proprietorship and you do not have a Tax ID.

Parent Co. Name _____ Provide E-mail Address here: _____

By providing your e-mail address to Lowe's, Synchrony Bank and their affiliates, you consent to receive e-mail communications about your Lowe's business credit account, special offers and updates.

Business Type				
	☐ Corporation	☐ Government	☐ Limited Partnership	☐ LLC
	☐ Proprietorship	☐ Nonprofit	☐ Partnership	

Business Description			
☐ Construction	☐ Specialty Trade	☐ Business	
☐ Repair/Remodel	☐ Property Mgt.	☐ Other	
☐ Retail	☐ Gov't./School/Org		

No. of Employees _____ Year Business Started _____ Annual Revenue $_____

SECTION 3 — Personal Guaranty

To increase the likelihood of approval, you should be able to answer Yes to one of the following statements:

1. The company has been in business for more than three years.

Or, 2. I am willing to personally guarantee this account.

Or, 3. The company is an established business but does not have an established business credit history, and therefore, I am willing to offer a Personal Guaranty.

To offer a Personal Guaranty, please complete the information below:

First Name _____ Last Name _____

Home Address _____
(Street Name and Number Required)

City _____ State_____ ZIP _____

Phone No. _____ Date of Birth _____

Social Security No. ____-____-____ Annual Net Income*_____

Personal Guarantor Signature _____ Date _____

If you sign this section of the Application, you agree to jointly and severally, unconditionally personally guarantee the performance of all obligations under, and the payment upon demand of all amounts due on the Lowe's Accounts Receivable Account that is opened with this Application, without requiring us to first pursue the buyer also liable on the Account. You also waive any notices regarding the governing credit agreement or this Guaranty. This Guaranty shall be in effect until the Agreement has terminated and all amounts due thereunder have been fully paid. Guarantor agrees that if the Account is not paid as agreed, the creditor may report Guarantor's liability for and the status of the Account to credit bureaus and others who may lawfully receive such information. You also understand and agree that your personal credit will be used in making credit decisions on the Account and consumer reports and other inquiries regarding your credit may be obtained from time to time by the creditor or any assignee in connection with the Account. You consent to Lowe's, Synchrony Bank ("SYNCB") and any other owner, assignee or servicer of the Account contacting you about the Account, including through text messages, automatic dialing systems and/or artificial or prerecorded voice calls for informational, servicing, or collection related communications, as provided in the Address/Phone Change and Consent to Communications provisions of the LAR account agreement ("Agreement"). You also agree to update your contact information.

*Alimony, child support or separate maintenance income need not be included unless relied upon for credit. **Married WI Residents only:** If you are applying for an individual account and your spouse also is a WI resident, combine your and your spouse's financial information.

Directions for Applicant
1) Please complete application
2) Print and sign application
3) Fax application to Lowe's Commercial Credit Underwriting at (877) 896-3839
4) Please retain application for your records

SECTION 4 — Billing Information

Billing Contact _____

☐ SAME AS COMPANY INFORMATION

Billing Address _____

City _____ State _____ ZIP _____

Phone No. _____ Fax No. _____

INTERNAL USE ONLY — Do Not Edit

Promo/Track Code M009

Store Number 5150

SAVES YOU TWICE

5%* OFF EVERY DAY When You Buy

+

2%** BACK STATEMENT CREDIT When You Pay

*,**See page 4 for details.

SECTION 5 – Certification of Beneficial Owner(s)

Federal law requires Synchrony Bank (SYNCB) to obtain information about the key individuals who own and/or control certain legal entity types that apply for this type of account. Without this information, the application cannot be approved. However, some legal entity types are exempt from this requirement. If the applicant is one of the following legal entity types, please check the applicable box and go directly to Section 6.

- ☐ Sole Proprietorship
- ☐ Unincorporated Association (for example, homeowner's association, Boy/Girl Scout troop)
- ☐ Government department or agency (for example, public school, public hospital, library, military)
- ☐ Publicly Traded Entity (or entity majority-owned by a publicly traded entity)
- ☐ Insurance Company
- ☐ Federally or State-Regulated Bank (or other Federally-Regulated Financial Institution)

If the applicant is not one of the exempted legal entity types listed above, then both subsections A and B below must be completed. If the applicant is a non-profit legal entity, only subsection B must be completed.

A. Each individual, if any, who directly or indirectly through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the applicant (for example, each natural person who owns 25% or more of the shares of a corporation):

Name	**Date of Birth**	**Address (Residential or Business Street Address)**	***For U.S. Persons:*** **Social Security Number**	***For Foreign Persons:*** **Passport Number, Date(s) of Issuance and Expiration, and Country of Issuance, or other similar identification number[1]**

(If no individual meets this definition, please write "Not Applicable.")

B. One individual with significant responsibility for managing the applicant (e.g., CEO, President, CFO, General Partner, Vice President or Treasurer).

Name/Title	**Date of Birth**	**Address (Residential or Business Street Address)**	***For U.S. Persons:*** **Social Security Number**	***For Foreign Persons:*** **Passport Number, Date(s) of Issuance and Expiration, and Country of Issuance, or other similar identification number[1]**

(If appropriate, an individual listed under sub-section A above may also be listed in this sub-section B).

[1]In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION 6 — Required Signature of Authorized Officer/Owner

(This section must be completed.)

By signing below on behalf of your business, you are applying for a Lowe's Accounts Receivable Account. You represent that your business is a valid business entity, all purchases made on this Account, if approved, will be for business purposes and not for personal, family or household use and you are an authorized representative of the business with authority to enter into contractual agreements to borrow money. On behalf of the business, you understand the Lowe's Accounts Receivable Agreement will govern the Account and that the Agreement will be provided to you upon approval of the Application. You can review the full Agreement by visiting LowesCredit.com; simply go to the Lowe's Business Credit Accounts section and click on 'Learn More', then go to the Lowe's Account Receivable section and click on 'Apply Now'. The Lowe's Accounts Receivable Agreement is governed by federal and North Carolina Law. You authorize us and our assignees to obtain information about you personally (whether or not you have personally guaranteed the account) for purposes of updates, renewals or extension of credit granted as a result of this Application, or in receiving or collecting the Account. You also understand that credit on this Account, once approved, will be extended by, or interests in the indebtedness on your Account may be assigned to Synchrony Bank and that there is no binding contract between us until your Application is approved. You consent to Lowe's, Synchrony Bank ("SYNCB") and any other owner, assignee or servicer of the Account contacting you about the Account, including through text messages, automatic dialing systems and/or artificial or prerecorded voice calls for informational, servicing, or collection related communications, as provided in the Address/Phone Change and Consent to Communications provisions of the LAR account agreement ("Agreement"). You also agree to update your contact information. You understand that Lowe's or its assignee may have the right to place a materialman's lien on the property to which the purchases on the Account were delivered and/or incorporated.

Federal Law requires SYNCB to obtain, verify and record information that identifies you when you open an account. We will use your name, address, taxpayer ID# and other information for this purpose.
I certify, to the best of my knowledge, that the information provided above, including the information about Beneficial Owners, is complete and correct.

Signature of authorized officer/owner _____ Name Printed _____ Date _____

KEY CREDIT TERMS FOR LOWE'S ACCOUNTS RECEIVABLE ACCOUNT (LAR):

Payment is due in full each billing period.

Annual percentage rate (APR) for purchases if not paid by due date	AK, DE GA IL, MN VA, WA, WV All other states	5% 16% 8% 12% 18%
Method of computing the balance for purchases	Adjusted Balance – Finance Charge is only imposed on past due amounts.	

The information about the costs of the Account described above is accurate as of March 1, 2017. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965004, Orlando, FL 32896-5004. If your application is approved, the full terms of the Agreement: (a) will be sent to you with your card, (b) will be governed by federal and North Carolina law and (c) may be changed by us as provided in the agreement.

LOWE'S ACCOUNTS RECEIVABLE ACCOUNT AGREEMENT (FOR BUSINESS USE ONLY)

1. DEFINITIONS: In this Agreement, the words "we", "us" and "our" refer to Lowe's Home Centers, LLC (individually and collectively, "Seller"), and any person to whom we have assigned this Agreement, the indebtedness, and/or any interest in the Account or indebtedness created hereunder ("Assignee"). We currently expect that the indebtedness generated on this Account or a participating interest therein will be assigned to Synchrony Bank, but such interests will not include any Materialmen's Liens in jurisdictions where such liens cannot be transferred. The words "you" and "your" refer to each person or entity that signed the Application or on whose behalf the Application is signed, the business on whose behalf the Account was opened, each person guaranteeing payment of the Account pursuant to the Application (the "Guarantor"), and each other person authorized to make purchases under the Account. "Account" means the Commercial Charge Account with us established by this Agreement and which shall be used for the purchase of merchandise and/or services from Seller for your business use. "Card" means the plastic card that we may issue to you at your request under this Agreement which may be used to pay for purchases from Seller on your Account.

2. PROMISE TO PAY: You may buy from the Seller merchandise and/or services ("Goods and/or Services") described in the sales invoice(s) for the price(s) shown on such invoice(s). By signing this Agreement (if applicable), you have requested that we establish this Account for your business commercial use only and that we permit you to make your purchase from the Seller on credit under the terms and conditions of this Agreement in effect at the time credit is extended. In the event that any terms of a purchase order, invoice or other document conflict with this Agreement, the terms and conditions of this Agreement shall control and govern. If you elect to make purchases (including mail order, Internet, catalogue and phone orders, if any) under this Account, you jointly and severally agree to pay for all purchases charged by you to the Account, all Finance Charges that accrue hereunder, and all other charges provided herein, according to the terms of this Agreement. You understand that the balance due on your Account will not be reduced or delayed in any manner by any offsets, unapproved returns or chargebacks of any nature, unless specifically agreed to in writing by us.

3. PURCHASE ORDERS: If you use purchase orders in connection with the Account, we will try to reflect your purchase order number on our invoices; however, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices. Any purchase charged to this Account shall be governed solely by the terms and conditions set forth in this Agreement and in our invoices and statements, and any other terms and conditions in your purchase orders or other procurement documents shall not apply, even if submitted to and accepted by us in connection with a purchase under the Account.

4. AUTHORIZED PURCHASERS: You understand that we will be unable to determine whether any given purchase charged on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established, and you agree that purchases and deliveries are authorized to be made without signature. We may rely on the representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account, unless you have provided us a list of authorized purchasers in writing. If you want to change your list of authorized purchasers or inform us of any person(s) who is not an authorized purchaser, you must do so in writing on company letterhead delivered to us by first-class United States mail or Fax. You understand that any such notification will be effective only as of the sixth (6th) day following actual receipt of the notification by us. You agree that your promise to pay, as contained in this section of this Agreement, will apply to all purchases made by any of you, whether or not the purchase was in fact authorized by and for the benefit of that business. Any person signing the Application on behalf of a business attests that the Buyer is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the Buyer has authorized (a) the execution of the Application, and (b) the person signing the Application to execute the Application on its behalf.

5. BUSINESS PURPOSES: You agree and represent and warrant at the time of each purchase, that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and that we are relying upon this representation and warrant in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this "Business Purposes" section of this Agreement. You agree that a breach by you of this "Business Purposes" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit Account.

6. PAYMENTS: All Purchases and fees charged to this Account during a monthly billing period will be shown on the Statement for that period and payment of the entire balance (the "New Balance") is due in full by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. (ET) on any day other than a business day, will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at the Payment Address, (b) a check is not made in U.S. Dollars drawn on a U.S. depository institution located in the U.S., or (c) not accompanied by the remittance portion of your Statement. We will, in general, follow any specific written instructions you provide to us about which invoices you wish to pay, but if no instructions are provided, or if your Account is past due, we may apply payments in our discretion.

All written communications concerning disputed amounts, including any check or other payment instrument that (a) indicates that the payment constitutes "payment in full" and/or is tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations, must be mailed or delivered to us at the address for billing inquiries shown on the Statement, *not* the Payment Address.

7. FINANCE CHARGES: When your Account has a balance subject to a Finance Charge (as described below), we will assess a Finance Charge calculated by applying a monthly periodic rate ("periodic rate") to the Adjusted Balance described below. The periodic rate will be **1.5%** (corresponding **ANNUAL PERCENTAGE RATE 18%**) in all states except the following:

State	Periodic Rate	Corresponding APR
AK, DE	**0.4167%**	**5%**
GA	**1.3333%**	**16%**
IL, MN	**0.6666%**	**8%**
VA, WA, WV	**1.0000%**	**12%**

The periodic rate will in no event be more than the maximum rate permitted by applicable law. The periodic rate may change as provided in section 13 of this Agreement.

8. BALANCE SUBJECT TO FINANCE CHARGE: At the end of the billing period, we will calculate an adjusted balance for the Account, which we get by taking the balance you owed at the end of the previous billing period and subtracting any payments received on the Account and any credits issued during the present billing period for returned merchandise or otherwise (the "Adjusted Balance"). The Finance Charge is calculated by multiplying the Adjusted Balance by the periodic rate.

9. WHEN FINANCE CHARGES BEGIN TO ACCRUE: Only charges that are not paid by the twentieth (20th) day after the billing date shown on your statement are included in determining the daily past due balances subject to Finance Charges. These charges will incur a Finance Charge from the Due Date shown on your billing statement. No Finance Charge is imposed if the Account Balance shown on your previous billing statement is zero or if the Account Balance is paid in full by the Due Date.

10. RETURNED PAYMENT FEE: We may impose a Returned Payment Fee of $20 ($10 in AZ; none in AR, LA, MN, NE, OR, RI, SD, WV), if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

11. SECURITY INTEREST: To secure your obligation to us with respect to Goods and/or Services purchased, you give us and we retain a security interest under the Uniform Commercial Code in all Goods you purchase (except in NY on any purchase under $200) until that item is paid in full (in NY, not to exceed five years from the date the purchase is posted to your Account). This security interest permits us to have and exercise the rights of a secured party holding a purchase money security interest under the Uniform Commercial Code, including, under certain circumstances provided for by law, the right to take back, or repossess the Goods if you do not pay for them under the terms of this Agreement. In NY, no security interest will be retained or acquired under this Agreement in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof. You agree and consent to us filing any financing statements or other documents or instruments we consider necessary or appropriate to perfect our security interest in the Goods purchased by you on your Account.

12. MATERIALMAN'S (SUPPLIER'S) LIEN: If purchases you make using this Account are delivered to or used to improve real property, you will inform us of such use and the locations where used, and understand and agree that we may, and you authorize us and our agents and contractors to, and you agree to cooperate with us to, obtain a mechanic's or materialman's lien on the real property to which the purchases are delivered or incorporated, whether or not you own such real property. You also understand that we may send pre-lien notifications and other communications to the owner of the property concerning any unpaid amounts on your Account for such purchases. We and/or any Assignee, or any agents or contractors of either, may, to the extent permitted under applicable state law, assign some or all of our materialman's lien rights to our assignee, and we and/or our assignee may send the pre-lien communications and/or enforce our lien rights. You agree not to enter into, or to permit any other person to enter into on your behalf, any agreement which would impair or waive our mechanic's or materialman's lien ("Lien Waivers") affecting property to which our materials may be furnished, without our prior written authorization. If you execute a Lien Waiver in favor of an owner of such property without our prior written consent, you agree to defend, indemnify and hold us harmless, on demand and as incurred, for all losses suffered as a result thereof.

13. TERMINATION/CHANGE IN TERMS: You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate your right to make future purchases; (c) change your credit limit; or (d) change any term, including, without limitation, interest rates, Finance Charges or other charges, or condition of, or add new terms to, this Agreement relating to your Account. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. When required by applicable law, we will mail a notice of any change(s) or addition(s) to you. Upon any termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement. No change to any term of this Agreement will affect your obligation or the obligation of any Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of the Agreement or any related guaranty.

14. DEFAULT: Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if: (a) you fail to make a Payment when due; (b) you violate any other term or condition of this Agreement; (c) you become the subject of bankruptcy, insolvency or similar proceedings; (d) you exceed the credit limit on your Account; (e) you are a sole proprietorship and the owner dies; or (f) you make any misrepresentations or misstatements of fact in the Application, financial statement(s) or other documents provided to us in connection with the establishment of this Account. In any such event, and subject to the limitations of applicable law, we have the right to: (i) reduce your credit limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment owing on your Account is received, including Finance Charges which we will continue to impose and you shall pay to the date of full payment; (iii) require immediate payment of your entire Account balance, all accrued but unpaid Finance Charges (if applicable), and all fees and other charges provided in this Agreement; (iv) bring an action to collect all amounts owed; and (v) pursue any other legal action we deem necessary or appropriate with respect to the Account. You agree that we may, at our option, pursue to judgment and collection a separate action or actions for the Account at each of our stores, and exercise all rights and remedies under law or equity, in any order, and all of which shall be cumulative. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees.

15. LIABILITY FOR UNAUTHORIZED USE: Any Card issued on the Account to you by us is issued at your request and you agree to surrender it to us upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card by writing to P.O. Box 965004, Orlando, FL 32896-5004 or by calling us at 1-866-232-7443. You will not be liable for unauthorized use of the Card that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed $50. If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, or to terminate the authority of any authorized purchaser, you must do so in writing on company letterhead delivered to us by first-class United States mail or Fax. You understand that any such notification will be effective only as of the sixth (6th) day following actual receipt of the notification by us.

16. CREDIT REPORTS AND ACCOUNT INFORMATION: The credit of your business and the personal credit of any Guarantor will be used in making credit decisions. You agree to provide us with periodic financial statements if we request them, and you authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries of your bank, construction lender and trade credit references identified on your application for the Account and other information sources as we deem appropriate. Any individual signing the Application, including any Guarantor, authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. In the event that this Account is not paid as agreed, we may report the liability of you and the Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

17. INFORMATION WE USE AND SHARE: Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, will be captured by and/or shared with the Seller for use in connection with the Seller's credit programs, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions. **NOT WITHSTANDING ANYTHING TO THE CONTRARY IN OUR CUSTOMER CONFIDENTIALITY POLICY OR OTHERWISE, YOU AGREE AND CONSENT THAT ALL INFORMATION RELATING TO YOUR ACCOUNT MAY BE SHARED AS SET FORTH IN THIS PARAGRAPH AND AS OTHERWISE PERMITTED BY LAW. THIS INFORMATION MAY ALSO BE SHARED WITH (I) ANY ASSIGNEE, (II) ANY AFFILIATE (COMPANIES RELATED BY COMMON OWNERSHIP OR CONTROL) OF SELLER OR ANY ASSIGNEE, AND (III) WITH SERVICE PROVIDERS OR SUBCONTRACTORS WHO ASSIST THE SELLER OR ANY ASSIGNEE IN DELIVERING SERVICE INVOLVING YOUR ACCOUNT, IN OPERATING OR MAINTAINING YOUR ACCOUNT, OR IN ENFORCING SELLER'S OR ASSIGNEE'S RIGHTS UNDER THIS AGREEMENT.**

18. TELEPHONE MONITORING: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by other employees and you agree to any such monitoring.

19. CONSENT TO COMMUNICATIONS: You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication for and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

20. NO WAIVER BY US: We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment or grant reductions in interest due under this Agreement for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you or any Guarantor and without releasing you or any Personal Guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and any Guarantor understand and agree that your obligation and the obligation of any Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

21. ADDRESS/PHONE CHANGE: You represent any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

22. CANCELLATION: We and you have the right to cancel this Agreement/Account as it relates to future purchases. You shall not make any charges after cancellation of this Agreement/Account, and if any charges are made, you shall pay these in accordance with this Agreement. You agree to return all Cards to us upon notice of cancellation by either party. In the event of cancellation, the terms and conditions of this Agreement, including your obligation to pay for all purchases made prior to cancellation, shall continue in effect until all amounts owed on the Account are paid in full.

23. WARRANTY DISCLAIMER: SELLER EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE REFLECTED IN SELLER'S SALES INVOICES. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD. No assignee of the indebtedness incurred under the Account makes or shall have any responsibility for any express or implied warranties of any nature with regard to Goods and/or Services or any Warranty Claim against such Goods and/or Services.

24. SELLER'S RETURN POLICY: All orders placed for non-stock goods are final unless the manufacturer or distributor authorizes their return. All orders for stock goods are final unless Seller at its sole discretion authorizes and accepts their return. You will pay Seller a handling fee and reimburse Seller for any costs incurred in connection with your return of goods. If in Seller's sole discretion, Seller authorizes you to return stock goods and they are in good and saleable condition, Seller will credit your Account. The foregoing is Seller's current return policy ("Return Policy") and you agree that Seller may, at any time, change or revoke the Return Policy in Seller's sole discretion.

25. CLAIMS AGAINST SELLER: You agree that any claims, remedies or other recourse you have against Seller in connection with purchases you made from Seller, or any matter relating to this Account, will be limited exclusively to the specific Seller legal entity from whom you purchased the goods or services that are the subject of the claim, and no other Seller legal entities.

26. CREDIT APPROVAL: This Account and all purchases made under it are not binding on us until your credit is approved. This Agreement will be considered approved when we give notice of approval to you.

27. GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA (WITHOUT REGARD TO NORTH CAROLINA'S PRINCIPLES OF CONFLICTS OF LAW) AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY SUCH LAWS.

28. ASSIGNMENT: We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

29. SEVERABILITY: If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall be valid and enforceable.

30. ENTIRE AGREEMENT: This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior written or oral agreement between you and us relating to your Account, including, but not limited to, executed purchase orders containing terms and conditions contrary to this Agreement. This Agreement may not be amended except in accordance with the provisions of this Agreement.

LOWE'S COMMERCIAL CHARGE ACCOUNT AGREEMENT

SAVES YOU TWICE

5%* OFF EVERY DAY When You Buy + 2%** BACK STATEMENT CREDIT When You Pay

LOWE'S ProServices

NAA OPEN DOOR Experience the Savings

*Subject to credit approval. Get 5% off your qualifying purchase or order charged to your Lowe's® Business Account or Lowe's® Accounts Receivable. Valid for purchases in US stores, on Lowes.com & LowesForPros.com. Customer must pay applicable sales tax. 5% discount will be applied after any other applicable discounts. Offer can't be combined with other credit-related promotional offers. Can't be used in conjunction with: any coupon; Lowe's military discount; Lowe's employee discount; Lowe's low price guarantee; Lowe's volume or special discount programs such as, but not limited to "QSP"; manager discretion price adjustments; contractor packs; or any other offer which expressly states it can't be combined with any other discount credit offer. Can't be used in conjunction with the following products and/or services: extended protection/replacement plans; shipping, delivery or assembly charges; fees or taxes; gift cards; Dacor®, ICON®, Fisher & Paykel®, Monogram, Smeg or Liebherr appliances (some brands not available in all markets/stores); or Weber or Kichler products. Excludes all Lowe's® Canada Credit products. We reserve the right to discontinue or alter these terms at any time.

**Can't be combined with any other statement discount. A business/company can only be affiliated with one association/group and registration for the above association supersedes all previous declarations regarding affiliation with another association/group. To be eligible for the 2% discount, you must have a valid National Association membership and a Lowe's® Accounts Receivable (LAR) or Lowe's® Business Account (LBA) per the instructions provided, make a purchase with your LAR or LBA account by 12/31/18, and comply with all terms and conditions of your LAR or LBA account agreement. Discount will not take effect until Synchrony Bank has processed your registration which can take up to two weeks. Afterward, please allow one to two complete billing cycles for your registration to be processed and for your discount to appear on your billing statement. For LAR accounts, the discount appears on your page one "Account balance summary" under the category "Unapplied payments and adjustments". If you have an LBA account, your statement credit appears at the end of the Transactions Summary labeled "Promotional Credit for using your card". The amount of the discount will be automatically deducted from the total balance on your invoice at billing. The 2% discount is applied on a pre-sales tax basis. The discount is tied to your membership with the applicable National Association. Any change in your National Association membership, or your National Association's relationship with Lowe's, may result in your discount being discontinued. The amount of the discount will be reversed for merchandise returns. Your LAR or LBA account must remain open, be in good standing and not become delinquent at the time the statement credit is applied. Excludes Lowe's® Advantage Card, Lowe's® Visa® Accounts, Lowe's Business Rewards Card from American Express and all Lowe's® Canada Credit products.

*,**Offers valid in U.S. stores, on Lowes.com and LowesForPros.com. Discounts applicable to commercial purchases only. Offers/discounts provided by Lowe's, and not Synchrony Bank. Subject to credit approval. Lowe's reserves the right to discontinue or alter these terms at any time.

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