

# Lowes® Business Account (LBA) 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.



## SECTION 1 – Account Information

Number of cards \_\_\_\_\_ (default quantity is 2) Is your business tax exempt?  Yes  No (If yes, please provide tax exempt certificate to store.)  
Estimated Monthly Expenditures at Lowe's \$ \_\_\_\_\_

## SECTION 2 – Company Information

Company/Applicant Full Legal Name (Account will be set up in this name) \_\_\_\_\_  
DBA Name (If different than Legal 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.

Provide E-mail Address here (optional): \_\_\_\_\_

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  Proprietorship  Government  Nonprofit  Limited Partnership  Partnership

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

No. of Employees \_\_\_\_\_ Year Business Started \_\_\_\_\_ Annual Revenue \$ \_\_\_\_\_

## SECTION 3 – Personal Guaranty (Required)

Business Principal  Yes  No Guarantor's Title \_\_\_\_\_

First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Home Address \_\_\_\_\_

(Street Name and Number Required)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone No. \_\_\_\_\_ Alternate 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® Business Account ("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 Lowe's® Business Account Agreement ("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 "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.

## SECTION 4 – Billing Information

Billing Contact \_\_\_\_\_

SAME AS COMPANY INFORMATION

Billing Address \_\_\_\_\_

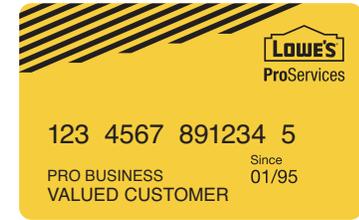
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

### INTERNAL USE ONLY – Do Not Edit

Promo/Track Code \_\_\_\_\_

Store Number \_\_\_\_\_



Lowe's® Business Account

## Directions for Applicant

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

**SAVES YOU  
TWICE  
TODAY AND  
EVERY DAY**

**5% OFF** EVERY DAY  
When You Buy

**2% BACK** STATEMENT CREDIT  
When You Pay

\*\*See page 4 for details.

**BUILD YOUR SAVINGS WHILE YOU BUILD YOUR BUSINESS**

**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 <input type="checkbox"/>  | Government department or agency <input type="checkbox"/><br>(for example, public school, public hospital, library, military) | Insurance Company <input type="checkbox"/>   |
| Unincorporated Association <input type="checkbox"/><br>(for example, homeowner's association, Boy/Girl Scout troop) | Publicly Traded Entity <input type="checkbox"/><br>(or entity majority-owned by a publicly traded entity)                    | Federally or State-Regulated Bank <input type="checkbox"/><br>(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 <sup>1</sup>

(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 <sup>1</sup>

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

<sup>1</sup>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® Business Account ("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® Business Account Agreement ("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 Accounts section and click on 'Learn More', then go to the Lowe's® Business Account section and click on 'Apply Now'. The "Agreement" is governed by federal and Utah 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 Synchrony Bank ("SYNCB") 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 "Agreement". You also agree to update your contact information.

**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 Account Terms

## KEY CREDIT TERMS FOR LOWE'S BUSINESS ACCOUNT (LBA):

<b>Annual percentage rate (APR) for purchases</b>	<b>16.99%</b> in GA and NC <b>21.99%</b> in All Other States Based on the state of application
<b>Grace period for repayment of the balance for purchases</b>	26 days, if there is no previous balance or the balance is paid in full. Otherwise, none.
<b>Method of computing the balance for purchases</b>	Average Daily Balance, including new purchases.

**Late Payment Fee:** We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:

- \$27**, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles;
- \$38**, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.

The late payment fee will never be more than the total minimum payment that was due.

## LOWE'S® BUSINESS ACCOUNT AGREEMENT

**1. DEFINITIONS:** In this Agreement, the words "you" and "your" refer to the person or entity that signs the Application or on whose behalf the Application is signed. "We," "us" and "our" refer to Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020 and any Assignee to which this Agreement and/or the indebtedness hereunder is assigned. "Account" means the Business Account with us established by this Agreement and which shall be used for the purchase of merchandise and/or services from Lowe's Companies, Inc., and any of its affiliates and subsidiaries (referred to herein as "Seller") for your business use. "Credit Card" means the plastic card that you requested we issue to you under this Agreement to pay for purchases you may make from Seller from time to time under your Account.

**2. PROMISE TO PAY:** You may buy from the Seller merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing this Agreement (if applicable), you have requested that we establish this Business Account for your business use and that we permit you to finance your purchase from the Seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase. If you elect to make purchases (including mail order, internet, catalogue and phone order, if any) under this Account from time to time, you agree to pay for all purchases charged to your Account a time/price differential (herein referred to as "Finance Charge") and all other charges mentioned below, according to the terms of this Agreement. 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. 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. **You agree that this Account shall be used only for the purchase of merchandise for commercial or business purposes, and not for personal, family, or household purposes.** 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.

**3. FINANCE CHARGE:** When your Account has a balance subject to Finance Charge (as described in paragraph 4 below), we will assess a periodic Finance Charge calculated by applying a daily (monthly in PR) periodic rate ("periodic rate") to that balance. Except in GA and NC, the periodic rate is **.06025% (1.75% in PR) (ANNUAL PERCENTAGE RATE 21.99%)**. In GA and NC, the periodic rate is **.04655% (ANNUAL PERCENTAGE RATE 16.99%)**. The state of application will determine your applicable APR.

**4. BALANCE SUBJECT TO FINANCE CHARGE:** In all jurisdictions except PR, we will figure the balance subject to Finance Charge as follows: each day, we take the beginning balance of your Account, which includes any unpaid Finance Charges, and subtract any payments and other credits. We also add any new purchases and other debits for that day and any Late Payment Fees assessed that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. Then we multiply the Daily Balance by the applicable periodic rate and add that daily Finance Charge to the balance to determine that day's closing balance, which will be the opening balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period. In PR, we will figure the balance subject to Finance Charge as follows: each day, we take the beginning balance of your Account, which includes any unpaid Finance Charges, and subtract any payments and other credits. We also add any new purchases and any other debits for that day. This gives us the Daily Balance. At the end of the billing period, we add up all the Daily Balances for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance. Any Average Daily Balance less than zero will be treated as zero. Then we multiply the Average Daily Balance by the applicable periodic rate to get the total Finance Charge for the billing period. However, there will be no balance subject to Finance Charge for a billing period if there is no Previous Balance on your Account for the billing period or the sum of your payments and credits on your Account during the billing period is at least equal to the Previous Balance.

**5. WHEN FINANCE CHARGES BEGIN TO ACCRUE:** If there is no Previous Balance for the billing period or the sum of your payments and credits for the billing period is at least equal to the Previous Balance, new Purchases and other charges that are not paid by the Payment Due Date shown on your Statement will begin to accrue a Finance Charge as of the first day after the Statement Date. Otherwise, new purchases and other charges will incur a Finance Charge from the later of the date of the transaction or the first day of the billing period in which they are posted to your Account.

**6. MINIMUM MONTHLY PAYMENT:** You agree to pay a Minimum Monthly Payment in an amount equal to the sum of:

- The greater of:
  - \$25
  - 1/24 of the New Balance shown on your Statement
- The sum of the following amounts:
  - 1% of your New Balance shown on your Statement; PLUS
  - Any Late Payment Fees charged in the current billing period; PLUS
  - All Finance Charges in the current billing period

- PLUS**
- Any past due amounts.

We round up to the next highest whole dollar in figuring your Minimum Monthly Payment. Your Minimum Monthly Payment will never be more than your New Balance. You may at any time pay your entire balance in full or more than the Minimum Monthly Payment. 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 business day, or on any day other than a business day, will be credited on the next business day. We may also offer services in which you may pay your bill by telephone ("Pay by Phone") or through the internet. We may charge fees for these services. Our customer service representatives are instructed to tell you about any fees for Pay by Phone services and any fee for making an online payment will be disclosed to you online. Payments are due at the address, and by the Payment Due Date, in each case as shown on your Statement. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e)

is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. You understand, however, that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address or via our Pay by Phone or online payment services, if provided.

We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. If you have questions about our allocation of your payments, or if your payments are not allocated to your promotional purchase in a manner you desire, please call customer service to see whether we can reallocate your payments based on another payment allocation option we offer.

We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

**All written communications concerning disputed amounts, including any check or other payment instrument that (a) indicates that the payment constitutes "payment in full" 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. LATE PAYMENT FEE:** We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:

- \$27**, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles;
- \$38**, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles.

**The late payment fee will never be more than the total minimum payment that was due.**

**8. CANADIAN TRANSACTIONS:** In addition to making purchases from Lowe's stores in the United States, your Credit Card can also be used to make purchases from any Lowe's store in Canada (each such purchase, a "Canadian Purchase"). In addition to all other provisions of this Agreement, the following additional terms will apply to each Canadian Purchase.

**A.** If you make or return a Canadian Purchase in Canadian dollars, we will convert the transaction amount into U.S. dollars using our currency conversion procedure. Under the currency conversion procedure that we currently use, the Canadian dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the Canadian dollar currency by a currency conversion rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate selected in our discretion. The currency conversion rate that we use for a particular transaction is the rate in effect when we do the conversion. This rate may differ from the rate in effect when the Canadian Purchase or return occurred or when it was posted to your Account, and may be higher or lower than the rate you could have gotten if you had converted U.S. dollars into Canadian dollars.

**B.** Returns of Canadian Purchases will be subject to Seller's return policies. Under the return policies currently in effect, a Canadian Purchase can only be returned at a Lowe's store in Canada and cannot be returned at a Lowe's store in the United States. In the event that a United States Lowe's store does permit the return or exchange of the Canadian Purchase, the Lowe's store will not issue a credit to your Account for the Canadian Purchase amount. For example, the United States Lowe's store, in its discretion, may provide you with other merchandise, a gift card or cash in exchange for the Canadian Purchase. The Canadian Purchase amount will continue to be a part of your Account balance, and you will remain responsible for paying the Canadian Purchase amount.

**9. SECURITY INTEREST:** To secure your obligation to us, we retain a security interest, except in PR, under the Uniform Commercial Code in each item of merchandise 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, under certain circumstances provided for by law, to take back,

or repossess the merchandise if you do not pay for it 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.

**10. 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 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 Personal 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.

**11. DEFAULT:** Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you: (a) fail to make at least the Minimum Payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the credit limit on your Account. After your default, 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 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 listed in this Agreement; and (iv) bring an action to collect all amounts owed. 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.

**12. LIABILITY FOR UNAUTHORIZED USE:** Any Credit 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 Credit Card. You agree to promptly notify us if your Credit Card is lost or stolen or of possible unauthorized use of your Credit Card by writing to P.O. Box 965004, Orlando, FL 32896-5004 or by calling us at 1-800-444-1408. You will not be liable for unauthorized use 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 Credit Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-800-444-1408.

**13. CREDIT REPORTS AND ACCOUNT INFORMATION:** The credit of your business and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any individual signing the Application, including any Personal 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 your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

**14. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT:** You authorize and direct us to furnish information about you and your Account to Seller to enable Seller to update its customer records for you, and in connection with the offering of products and services to you, among other purposes.

In addition, from time to time we may furnish to other nonaffiliated third parties information about you or your Account in connection with the offering of products and services to you and for other purposes. You may request that we not furnish information about you and your Account to nonaffiliated third parties (other than Seller and its affiliates) by writing to us at P.O. Box 965004, Orlando, FL 32896-5004 or by calling us toll-free at 1-800-444-1408.

We may also use and furnish to our affiliates information on our experiences and transactions with you, as well as additional information about you and your Account (such as non-identification application information and information from consumer reporting agencies). You can request that we discontinue furnishing to our affiliates information about you or your Account that does not relate solely to identification information or our experiences or transactions with you by writing to us at P.O. Box 965004, Orlando, FL 32896-5004 or by calling us toll-free at 1-800-444-1408. You agree to this use and furnishing of information unless you notify us as provided in this paragraph for third parties and/or affiliates. Of course, our rights to use and furnish information under this paragraph are in all cases subject to the requirements of applicable law.

**15. 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.

**16. 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 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.

**17. 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 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 Personal 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 Personal Guarantor understand and agree that your obligation and the obligation of any Personal 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.

**18. ADDRESS/PHONE CHANGE:** You agree to notify us promptly if you change your principal place of business or billing address or any phone number. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account. You represent that any phone number that you provide us belongs to you and/or that you are authorized to provide that phone number.

**19. CANCELLATION:** We and you have the right to cancel this Agreement/Account as it relates to future purchases. You agree to return all Credit Cards to us upon notice of cancellation. You remain obligated to pay for all purchases made prior to cancellation.

**20. 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.

**21. TAX EXEMPT:** Lowe's will honor tax exempt purchases with proper documentation at Lowe's customer service desk. If sales taxes appear on your Statement, bring the Statement to the store of sale for an adjustment.

**22. GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO INTERNAL 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.**

**23. 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.

**24. 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.

**25. 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 or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended, except in accordance with the provisions of this Agreement.

**NOTICE TO BUYER: (1) DO NOT SIGN THIS BUSINESS ACCOUNT APPLICATION/ AGREEMENT BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT. (4) ANY PERSON SIGNING THE APPLICATION/AGREEMENT ATTESTS THAT (1) THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATION, OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENTAL AGENCY OR INSTRUMENTALITY; (2) PURCHASES MADE HEREUNDER WILL BE FOR OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE AND (3) THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THE CREDIT APPLICATION/ AGREEMENT, AND (B) THE PERSON SIGNING THE CREDIT APPLICATION/AGREEMENT TO EXECUTE THE CREDIT APPLICATION/ AGREEMENT ON ITS BEHALF.**

\*5% Discount: Subject to credit approval. Get 5% off your qualifying purchase or order charged to your Lowe's® Business Account. Valid for purchases in US stores, on Lowes.com and 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.

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\*\*\*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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