

DELIVERY: Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery and receipt for shall become the sole responsibility of buyer thereafter and all risks of loss shall be transferred to buyer. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loss of or damage to buyer's vehicle.

18 MAY 1980

MATERIALS RETURNED: Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. All returns in good condition are credited at invoice price less 15% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

GUARANTEES AND WARRANTIES: SELLER GUARANTEES AND WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HEREUNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSES FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARANTEE MUST BE IN WRITING AND RECEIVED BY THE SELLER WITHIN ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER, AT ITS SOLE OPTION, TO (I) REFURNISHING THE MATERIAL AS SUPPLIED WHICH HAS BEEN FOUND IN BREACH OF THIS GUARANTEE, OR (II) REFUNDING THE PURCHASE PRICE PAID FOR SAID MATERIALS OR GOODS UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS GUARANTEE.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

GUARANTY AGREEMENT

In consideration of the extension of credit granted by Citizens Builder Mart, Inc. the undersigned does hereby unconditionally guaranty payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the Companies, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses, including court costs, attorneys' fees paid or incurred by the Companies in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Citizens Builder Mart, Inc. All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by the Citizens Builder Mart, Inc.

x O L Coody

Date May 16, 1980

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CREDIT APPROVAL

[Signature]

CREDIT LIMIT

20,000

TERMS

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