

RESOLUTION NO. 26-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE 15th
DAY OF April, 2019.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
LOWE'S ACCOUNTS RECEIVABLE (LAR) CHARGE ACCOUNT
AGREEMENT FOR USE OF A CREDIT CARD ACCOUNT WITH
LOWE'S FOR MUNICIPAL PURCHASING PURPOSES.**

WHEREAS, the City of Centerville is desirous allowing the use of Lowe's for purchases of products for the City; and

WHEREAS, Lowe's allows the use of an Accounts Receivable Charge Account for purchase of goods; and

WHEREAS, the Lowe's Accounts Receivable Charge Account falls under the City of Centerville Credit Card Policy and Procedures; and

WHEREAS, Lowe's requests that the City agree to its terms and conditions for purposes of allowing for use of such services;

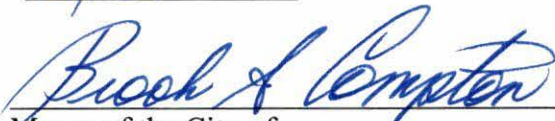
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into an agreement for use of the Lowe's Accounts Receivable accounts Agreement and the City Manager is hereby authorized to execute the Agreement with Lowe's subject to the terms and conditions, in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. Use of the Lowe's Accounts Receivable account is subject to the rules and regulations set out in the City of Centerville Credit Card Policy.


Section 3. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15th day of April, 2019.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 26-19, passed by the Council of the City of Centerville, Ohio on the 15th day of April, 2019.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

KEY CREDIT TERMS FOR LOWE'S ACCOUNTS RECEIVABLE (LAR)	
Payment is due in full each billing period.	
ANNUAL PERCENTAGE RATE FOR PURCHASES IF NOT PAID BY DUE DATE	
AK, DE	5%
GA	16%
IL, MN	8%
VA, WA, WV	12%
PR	6%
All Other States	18%
Fees	
Penalty Fees • Returned Payment	\$20 (\$10 in AZ; none in AR, LA, MN, NE, OR, PR, RI, SD, WV)
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 Accounts described above is accurate as of September 1, 2016. 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.

CONSENT TO ELECTRONIC COMMUNICATIONS

By (i) submitting an application online or (ii) registering for online or mobile services for your Account, you hereby agree to the following and this will constitute your consent for us to send you electronic communications about your Account. When you successfully consent through the online or mobile site, you have successfully demonstrated that you are able to access information we have posted on such online or mobile site.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (i) the initial disclosure statement or agreement governing your Account, (ii) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (iii) your billing statement, if you have signed up to receive electronic statements, (iv) letters, notices or alerts regarding your Account and any changes to your Account, and, (v) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.

How to Withdraw Your Consent. You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications. Additionally, you may call customer service at the number on your credit card or billing statement to withdraw your consent.

We will not impose any fee to process the withdrawal of your consent to electronic communications. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

How to Update Your Records. You agree to promptly update your e-mail address if a change occurs by updating your information through the www.lowes.com/credit or the website listed on your billing statement or by calling customer service.

Hardware and Software Requirements. In order to access and retain electronic communications, you must have the following:

- For personal computers:
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports JavaScript
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software
- For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3
 - o Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software

Paper Copies of Communications. Upon your request we will provide you with a paper copy of a communication that we provide you electronically. If you would like a paper copy of any material, please write to us at: Synchrony Bank, P.O. Box 965004, Orlando FL 32896-5004 or call us at the phone number listed on your billing statement. There will be no charge for a paper copy of any material we have sent you electronically.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this consent, the Account agreement, and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Submit" or similar button, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

IMPORTANT TERMS FOR ELECTRONIC STATEMENTS

In addition to the above, if you have elected to receive electronic statements, the following information applies:

- 1. Statement Inserts.** Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required Insert that would not be available electronically will be sent to you by U.S. mail.
- 2. Payment Information.** When you elect to stop paper statements, you must still pay at least your Minimum Payment by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service (whether through this website or using a third party servicer or bank) or by mailing your payment to us at the address shown on the electronic statement. Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.
- 3. Returned E-mails.** If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.
- 4. SPAM Filters.** We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.
- 5. Account Delinquency.** We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.
- 6. Cancellation.** We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.

Definitions used in this consent:

- "You" and "your" mean the primary applicant or accountholder;
- "We", "us" and "our" mean Synchrony Bank;
- "Account" means your Lowe's Business credit card account; and
- "Billing Statement" means the billing statement for your Account.

All other terms used in this consent shall have the meanings given to them in the Account agreement.

LOWE'S COMMERCIAL CHARGE 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 warranty 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 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 business day, or 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:

<u>State</u>	<u>Periodic Rate</u>	<u>Corresponding APR</u>
AK, DE	0.4167%	5%
GA	1.3333%	16%
IL, MN	0.6666%	8%
VA, WA, WV	1.0000%	12%
PR	0.5000%	6%

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, PR, 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, except in PR, 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. **NOTWITHSTANDING 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 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 that 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. Until we are notified that your company's address has changed, we will continue to send Statements and other notices to the last address for the company we maintained on your Account. You agree that when we are notified that your company has a new address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

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.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency. This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

LOWE'S COMMERCIAL CHARGE ACCOUNT AGREEMENT

By:



Michael B. Watkins
Vice President, Credit Services