

MAXIMUM CREDIT LINE APPLICATION
TERMS AND CONDITIONS OF SALE AND CREDIT APPROVAL

TERMS AND CONDITIONS OF SALE: To the extent of any conflict, these terms and conditions supersede all agreements previously made and/or Purchase Orders submitted.

CLAIMS: All claims must be made, in writing, within five (5) days of delivery. BUYER should, therefore, inspect all packages upon delivery for damages. Claims should be immediately filed with carrier(not with SELLER), if applicable.

TITLE: Title to all goods passes to BUYER only upon payment in full of all invoices. Title reverts to SELLER on all previous purchases if account is ever in a delinquent status. SELLER retains a security interest in the same. Signing of this contract has the same effect as a UCC-1 and can be filed in your state and will be effective to the extent permitted by law. SELLER also has the right to repossess said goods, without notice, at any time the account is in past-due status, with or without legal process so long as recovery is peaceful.

COLLECTION: In the event a collection effort is necessary, past-due accounts will be charged 10% per year or the highest legal interest rate whichever is greater. Upon referral of a past-due account to our attorneys, or if a lawsuit or prejudgment Attachment proceeding is instituted by our attorneys, BUYER agrees to pay actual attorney's fees incurred, court costs and expenses including post judgment proceedings.

In the absence of written consent of the SELLER, the undersigned agrees to be personally liable hereunder, regardless of the type of entity under which BUYER'S business is conducted or any change in such legal structure, or any title which is noted under BUYER'S signature.

BUYER hereby grants SELLER permission through its agents, to check BUYER'S credit and/or the credit of any or all of the signatures for BUYER, at any time, for the purpose of establishing the maximum credit line available to BUYER, to assist SELLER in effectuating service upon BUYER, to assist in locating BUYER, and/or for any other purpose related to collecting upon any credit extended to BUYER, and/or any judgment relating thereto.

BUYER acknowledges that these terms and conditions have been read and understood, agrees to be bound by these terms and conditions and that this agreement supersedes all other proposals oral or written and all other communications between the parties relating to the subject matter hereof, prior or future, to the extent same conflict with these terms and conditions.

Company Name: _____

Signed By: _____ Title: _____

Date: _____

In order to induce SELLER to extend credit to BUYER, the undersigned each personally guarantees any and all obligations of BUYER to SELLER and waives notice of acceptance and/or any requirement that the SELLER first proceed against BUYER or any security given before proceeding against Guarantor.

Guarantor: _____ Date: _____

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