

H. C. WARNER, INC.

2970 Mercury Road • Jacksonville, Florida 32207 • 904-737-9411

CREDIT APPLICATION AGREEMENT

Customer's Telephone No.: _____ Date: _____

Salesman: _____

Firm Name/Customer: _____

Street: _____ City: _____ State: _____ Zip: _____

Established (date): _____ Corp.: _____ Partnership: _____ Proprietorship: _____

Principal Stockholders or Owners of Customer:

Name	Address	Phone	Title	Date of Ownership
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1. _____

2. _____

3. _____

Bank Reference:

Bank: _____ Branch: _____ Account # _____

Bank: _____ Branch: _____ Account # _____

Whom do we call to discuss your account? _____
(phone number and person to talk to) and fax number

List at least five (5) trade references who sell goods similar to ours and the name of the person you deal with. List phone number including area code and fax numbers please.

1. _____

2. _____

3. _____

4. _____

5. _____

Are premises: Owned _____ Rented _____ If rented, name and address of property owner/rental agent:

Are you tax exempt: Yes _____ No _____ If yes, attach copy of your Tax Exemption Certificate.

The Customer hereby consents to _____ contacting the Customer's reference and customer agrees that neither Seller nor reference will be liable for any claim for damages as a result of credit information being furnished to Seller.

Credit Limit desired _____

Do you use purchase order numbers or special instructions: Yes _____ No _____

Will you furnish _____ your current financial statement upon request? Yes _____ No _____

PAYMENT TERMS: Payment of account shall be according to Seller's invoice, terms and conditions and shall not be otherwise unless specified in writing and signed by Seller's executive officer.

The terms and conditions of this credit application and Seller's invoices and other documents relative to the sale of its goods, shall have priority and prevail over any terms and conditions of customer's purchase orders or other documents, notwithstanding anything to the contrary contained in customer's purchase order or documents.

No notice of **SELLER'S** acceptance of this entire Agreement is required. **SELLER** reserves the right to decline to sell to **CUSTOMER**.

NOTICE: TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AGREEMENT ARE SHOWN ABOVE AND ON THE REVERSE SIDE HEREOF, TO WHICH CUSTOMER HEREBY AGREES.

Dated: _____

By: _____
For Customer

As its: _____
Title

TERMS AND CONDITIONS OF CREDIT APPLICATION AGREEMENT

Hereinafter, **H. C. WARNER, INC.**, a Florida corporation, is referred to as **SELLER**. The **CUSTOMER**, shown on the reverse side hereof, is hereinafter called the **CUSTOMER**. In consideration of the **SELLER** selling to the **CUSTOMER** on open account or on other terms; the **SELLER** and **CUSTOMER** agree as follows:

1. **CUSTOMER** to pay all expenses and fees for collection or enforcement hereof, including attorney's fees of not less than 25% of customer's account debt, or a reasonable attorney's fee, whichever is greater, if account is placed with counsel. Service charges accrue on **CUSTOMER'S** past due account at the rate of 1 1/2 % per month. **CUSTOMER** hereby submits to the jurisdiction of the Courts of the State of Florida, whose laws shall govern this agreement. There is a 15% restocking fee on all authorized returned goods.

2. Venue for any action hereon, by any of the parties hereto, or in connection herewith shall be in Duval County, Florida, (except replevin or Mechanic's Liens, actions which are statutory).

3. Anyone at **CUSTOMER'S** place of business who receives **SELLER'S** goods or who accepts delivery of the goods wherever **CUSTOMER** is conducting a business activity; or, where, at **CUSTOMER'S** instructions, oral or written, **SELLER** delivers goods as per such instructions, such delivery is conclusively presumed to be delivery to and received by the **CUSTOMER**. Goods, as used herein, includes things sold as inventory or equipment. The **SELLER** retains a lien on the goods sold to the **CUSTOMER** and the proceeds from the sale thereof until the **CUSTOMER** account is paid; and the **CUSTOMER** hereby impowers and appoints the **SELLER** to sign in behalf of the **CUSTOMER** a UCC-1 Financing Statement for filing, to perfect **SELLER'S** purchase money lien in the goods.

4. **DISCLAIMER: SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD, OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE OR OTHER CAUSES BEYOND SELLER'S CONTROL; NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED IN THE UNIFORM COMMERCIAL CODE, RELATIVE TO SAID SALE. THE GOODS SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE SOLD, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE OR REPLACE WITH SIMILAR GOODS. THE OPINION FOR THE AFOREMENTIONED IS SOLELY IN THE SELLER. THERE ARE NO OTHER WARRANTIES. CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN TEN (10) DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT. THERE IS NO WARRANTY OF MERCHANTABILITY.**

5. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, then such must be put into writing and signed by the parties to be charged, within ten (10) days from the alleged date of oral change or cancellation, otherwise said change or cancellation shall be conclusively deemed as waived. In the event of the transfer of the customer's business designated herein, the **CUSTOMER** and guarantor or guarantors shall remain liable to the **SELLER** for all goods sold by the **SELLER** on billings to the **CUSTOMER** until notified of such transfer.

6. All notices required herein must be in writing with proof of delivery by Registered Mail or Certified Mail, Return Receipt Requested and shall not take effect until received by **SELLER**. The rights provided for herein to **SELLER** are cumulative to all other rights **SELLER** may have though not provided for herein. **THE PERSON SIGNING IN BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER'S ACCOUNT AND AGREES TO THE TERMS HEREOF.**

PERSONAL GUARANTY

The term **GUARANTOR** shall be construed in the singular or plural, as context may require. In consideration of **SELLER** selling on open account or on any other basis, terms, or conditions, to **CUSTOMER**, the undersigned, in an individual capacity, does hereby jointly and severally and irrevocably **PERSONALLY GUARANTEE**, to **SELLER**, the payment of the account and/or debt of the above **CUSTOMER** for past, present and future debts to **SELLER**; and **GUARANTOR** agrees to pay all costs of collection or enforcement hereof, including attorney's fees of not less than 25% of the debt owed, if placed with counsel for collection after default. This **GUARANTY** is not subject to oral modification or cancellation. **GUARANTOR** hereby adopts herein and agrees and submits **GUARANTOR** to paragraphs 1 (jurisdiction), 2 (venue), 5 (no oral change in the event of transfer, etc.) and 6 (notice) above. Irrespective of any descriptive words to the contrary, in connection with **GUARANTOR'S** signature, this is a **PERSONAL GUARANTY**.

Dated: _____

Guarantor — Personal Guaranty

Dated: _____

Guarantor — Personal Guaranty

TERMS AND CONDITIONS OF SALE

By Buyer Accepting Delivery of Goods, Buyer agrees to the following **TERMS AND CONDITIONS** of this sale:

(1) A service charge of 1 1/2 % per month on past due accounts. If account placed for collection, then an attorney's fee shall be charged in the amount of 25% of the total debt owed.

(2) Venue for any action hereon or in connection herewith by Buyer or Seller shall be in Duval County, Florida.

(3) Seller must be notified in writing of claims based upon defective or damaged goods or shortage in quantity within five (5) days from delivery of goods with proof of delivery of notice to Seller, otherwise, it is conclusively presumed that Seller's delivery conforms to quantity and quality of goods delivered pursuant to invoice for same.