## GREENFIELD PRODUCTS

	Name of Firm or Individual (Herein, the "CUSTOMER")		Year Established			
ВУ	Sales Tax Exemption/Resale Number (Attach Signed Copy of Certificate)				Fax	
	Bill to Address (If P.O., Include Street Addre		City, State Zip			
	Ship to Address (If different from above)					
	Accounts Payable Contact:					
	Will purchase order be used?  Yes No Accounts Payable Email:					
OWNERSHIP	LLC Corporation Partnership CI	neck here if formed in the	e last 12 months	Formed under the state laws of:	Type & nature of business	
	1. Name(s) of Principal(s) Title	SS#	Residence Addres	ss, City, State, Zip	Phone	
	2. Name(s) of Principal(s) Title	SS#	Residence Addres	ss, City, State, Zip	Phone	
FINANCE	Name of Bank Acco		nt No. Officer Handling A		ount	
	Address of Bank	City, State, Zip		Phone	Fax	
SUPPLIER REFERENCE	Name	Address, City, Stat	e, Zip	Phone	Fax	
	Name Address, City, State		e, Zip	Phone	Fax	
	Name Address, City, State		e, Zip	Phone	Fax	
Person to Contact with questions on billing						

## OFFICE USE ONLY

<u>Date</u> <u>D&B Rating</u> <u>L.O.C.</u> <u>By</u>

## CREDIT TERMS

The customer requests that Vendor, sell, rent, service, and repair equipment (collectively referred to as "product") on account in consideration of which the customer and Vendor agree as follows:

The customer shall pay all rentals in advance. All sales of machines shall be due upon receipt. All other charges for parts and service are due within thirty (30) days of the invoice date. Should payment not be received by Vendor according to the terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of one and one half percent (1-1/2%) per month, or any part thereof, of the customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the customer's outstanding balance. Customer agrees to pay Vendor a reasonable processing fee to cover any check returned by a customer's bank as unpaid. The customer assigns as security for any indebtedness incurred or to be incurred to Vendor under this account all of the Customer's presently owned and existing and hereafter acquired and arising: accounts, accounts receivable, contract rights, instruments, documents, chattel paper, general intangibles, goods, consumer goods, machinery equipment, raw material, work in process, finished goods, inventory, motor

vehicles, and all additions, accessions, attachments, thereto, all replacements and substitutions thereof and all proceeds and products of the foregoing Collateral. Customer authorizes Vendor or its representative to file UCC Financing Statements to perfect its lien rights in the above collateral.

All returns must be accompanied by the original invoice or a copy of the original invoice received within thirty (30) days from the date of purchase. A reasonable restocking charge will be assessed ON ALL returnable items.

If the customer fails to pay pursuant to the terms of this agreement and Vendor elects to take legal action to collect this account, the customer shall pay for all costs incurred by Vendor including, but not limited to: Attorneys fees, court costs, deposition and transcript cost, sheriffs fees, special process server fees, expert witness fees, and bond cost. This transaction shall be governed by the law of the State or Provence in which the Vendor store taking the order is located. Jurisdiction and venue for the hearing for any matter in dispute shall be in county or Provence or any adjacent county or Provence of the Vendor store from which any part of the transaction took place, at Vendor's sole election.

The warranty of Vendor on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. Vendor not being the manufacturer of the equipment or parts, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on Vendor, said liability shall not exceed the contract price for the product purchased. Vendor shall not be liable for any consequential damages for any reason.

Vendor may, but shall not be obligated to, agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. Vendor may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement. Customer authorizes Vendor to make whatever credit investigation it feels is proper to evaluate customers credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that Vendor believes customer is or has done business with.

The customer authorizes any of its employees it sends to Vendor to pick up equipment and parts to sign a rental or purchase agreement and agrees to be bound by all the terms of the agreement. If this is not the case Vendor will need a written authorization signed by an owner or manager indicating who is authorized to purchase on said company's account.

The, use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by Vendor. Absence of a purchase order or purchase order number shall not constitute grounds for non-payment once the Customer has received the equipment, service, or parts.

If the customer is not a corporation, or there is a change of ownership of the customer's business entity, the principal owners shall remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail, Return Receipt Requested, to Vendor. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all product(s) immediately upon delivery. Unless the customer gives Vendor written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery the Customer waives any claims he may have against Vendor for any determinable deficiency or defect in said delivery, product or repair and any objection he may have to the amount of the invoice.

Customer agrees to pick up any equipment immediately upon being notified that the repairs are complete. Customer agrees to pay a storage charge of \$50.00 per day on any equipment not picked up within five (5) days of being notified that the repairs are complete. If the customer does not pick up equipment within thirty (30) days of being notified that repairs are complete, the Customer irrevocably authorizes Vendor to dispose of said equipment as it deems appropriate in partial or full satisfaction of the outstanding indebtedness to Vendor.

The customer shall indemnify and hold Vendor harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

This Agreement made is the entire agreement between the parties and may not be modified except by a written agreement signed by both parties. The Customer certifies the above credit information is correct; that the Customer is solvent; and authorizes and directs the any bank of the Customer and suppliers to verify said information and give additional requested information to VENDOR upon request. The Customer agrees to be bound to the terms of this agreement. The undersigned represents that he has authority to sign this Agreement on behalf of the Customer and that a signed facsimile copy of this agreement shall be as binding as an originally signed and delivered document.

x)						
SIGNATURE	PRINTED NAME	TITLE	DATED			
GUARANTY						
the account and this Guaranty, and wextensions of time or increase in the am	rantees any indebtedness incurred on the aforesaid account vaives presentment and demand for payment, notice of no ount of the credit given. This is intended to be a continuing a DR., by Certified Mail-Return Receipt Requested, declaring sinally signed and delivered document.	on-payment, protest and notice of protest, and guarantee and shall continue as to all new indeb	consents without notice of any tedness incurred unless and until			
Signature	Print Name	Home Address				
(X)						
(X)						

Fax to: (708) 332 9624

Phone: (708) 331 3115