

CREDIT APPLICATION AND AGREEMENT



REMITTANCE
 SITECH South, LLC
 5375 Oakdale Rd. SE
 Smyrna, GA 30082

Fax/Phone: 404.505.8181
 info@sitechsouth.com

Salesperson	
Region	

IN MAKING THIS APPLICATION FOR CREDIT, THE "APPLICANT" AGREES THAT ANY CREDIT EXTENDED TO APPLICANT BY SITECH SOUTH, LLC WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION.

Account Type Requested: **Cash Only (Please Complete Fields in Bold)** **Date:** _____
 Account Type Requested: Credit Credit Request Amount: \$ _____ Existing Customer

Applicant Name: _____ ("Customer")

Trade Name (if different): _____ ("Customer")

Business Phone: _____ **Fax:** () _____ **Cell Phone:** _____ **Contact:** _____

Physical Address: _____
 (Street) (City) (State) (Zip)

DNB #: _____
 (E-Mail Address) (County)

Business Type: Sole Proprietorship Partnership Corporation LLC Other: _____ **Federal ID:** _____

State of Incorporation: _____ **Date Started:** _____ **Description of Business:** _____

Sales Tax Exemption? Yes No (If "Yes" Attach Copy of Exemption Certificate) **State:** _____ **Purchase Orders Required?** Yes No

Billing Address: _____
 (Street) (City) (State) (Zip)

Billing Contact: _____ **Title:** _____ **Billing Phone:** _____

Fax: () _____ **Billing E-Mail:** _____

Has Business (or any company principal) ever declared bankruptcy? Yes No **If "Yes," Date Filed:** _____ **State:** _____

Bonding Company: _____ **Contact Name:** _____ **Phone:** () _____

Insurance Company: _____ **Contact Name:** _____ **Phone:** () _____

Trade References (Complete in Full):

1. _____
 (Name) (Address) (City/State/Zip) (Phone)
2. _____
 (Name) (Address) (City/State/Zip) (Phone)
3. _____
 (Name) (Address) (City/State/Zip) (Phone)

Bank(s):

1. _____
 (Name) (Address) (City/State/Zip) (Phone)

Checking Account No.: _____ **Loan Account No.:** _____ **Savings Account No.:** _____

Checking Balance: _____ **Loan Balance:** _____ **Savings Balance:** _____

The Terms and Conditions are on Page 2 of this Application. Please read them before signing & returning this Application. If returned by fax, and if we do not receive the original Application, the fax we receive will be the original of your Application. Only the SITECH South Credit Manager may waive the original-documentation requirement.

Please sign and execute the "Guaranty" section on Page 2, unless specifically waived by the SITECH South Credit Manager.

Firm/Customer Name: _____ **Date:** _____

By: _____ **Title:** _____

NOTICE: If your application for business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact the SITECH South Credit Department at the above address within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Lender in the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

AGREEMENT FOR EXTENSION OF CREDIT

By signing below, Customer agrees to all of the terms of this CREDIT APPLICATION AND AGREEMENT ("Application"), including the following:

- (1) Customer must pay SITECH South, LLC pursuant to the terms shown on each invoice rendered to Customer for each purchase of goods or services, and as set forth in any documents pertaining to any extensions of credit to Customer, whether pursuant to this Application or otherwise.
- (2) Customer must pay FINANCE CHARGES at the highest legal rate applicable by law per month on all outstanding amounts, and late charges and any other amounts described in documents pertaining to Customer accounts. The existence of the FINANCE CHARGE shall not affect Customer's obligation to pay all accounts in full and when due. Late charges will accrue on finance charges.
- (3) Customer must pay actual attorney's fees, costs and expenses incurred by SITECH South, LLC in protecting and enforcing SITECH South, LLC's rights, including the cost of investigators and collection agencies, if any part of any account is past due, whether or not court action is taken or a judgment is rendered.
- (4) This Application, and all documents pertaining to this transaction, shall be construed and enforced under the laws of the State of Florida for transactions occurring in Florida, the State of Alabama for transactions occurring in Alabama, or the State of Georgia for all other transactions.
- (5) This Application is made under and will be governed by and construed in accordance with the laws of the State of Georgia (except that body of law controlling conflicts of law). Customer hereby agrees that any legal action or proceeding arising out of any transaction with SITECH South, LLC, this Agreement, credit extended or other services provided by SITECH South, LLC, shall be brought in a court of competent jurisdiction in Fulton County, Georgia, which courts shall have exclusive jurisdiction to determine any dispute or determine any right, obligation, or duty of any party arising out of any transaction with SITECH South, LLC, this Agreement, credit extended or other services provided by SITECH South, LLC.
- (6) Customer must pay SITECH South, LLC a \$25.00 service charge on each dishonored check, in addition to any other bank fees and charges.
- (7) Customer must provide complete Preliminary Notice information when requested by SITECH South, LLC and SITECH South, LLC may file a Preliminary Notice.
- (8) SITECH South, LLC's acceptance of this credit Application constitutes acceptance by the Customer of the terms and conditions of this Application and all other terms and conditions set forth in any document pertaining to this Application and Customer grants SITECH South, LLC a security interest in all equipment purchased from SITECH South, LLC or financed by SITECH South, LLC.
- (9) All transactions made pursuant hereto shall be governed by the foregoing terms and conditions as well as any terms or conditions on SITECH South, LLC's quotation, agreements, rental agreements, invoices and all other documents pertaining to this transaction.
- (10) Customer hereby waives any right it may have to a trial by jury on any claim or cause of action arising out of, or in any way related to this Agreement, any credit extended, transaction or other services provided by SITECH South, LLC, whether sounding in contract, tort or otherwise. Any litigation or legal proceeding filed in any of the courts referenced in paragraph (5) of this Agreement shall instead be tried by a judge sitting without a jury.
- (11) Any and all written notices required to be provided by Customer pursuant to this Application, or any documents pertaining to the transaction contemplated hereby, or any requirement of law, must be sent to the "Address" listed at the top of this Application, including but not limited to, any notifications of disputes and any notices of notice of completion. SITECH South, LLC hereby designates the Correspondence Mailing Address listed at the bottom of this Application as the address for delivery of all correspondence to Customer.
- (12) SITECH South, LLC may accept and rely upon a facsimile copy, photocopy or other electronic image of this Application and the foregoing Continuing Personal Guaranty, in lieu of an original document and Customer will be bound hereunder.
- (13) By transmitting a facsimile copy, electronic copy or photocopy of this Application to SITECH South, LLC, Customer and all Guarantors agree to be bound by the terms and conditions contained in this entire Credit Application and Agreement and all related documents to the same extent as if an original were transmitted to SITECH South, LLC. Customer and all Guarantors consent to SITECH South, LLC's use of a copy of this Application and all other related documents, and waive any right to object to the use of a copy in place of an original, and further waive any right to require SITECH South, LLC to produce an original document at any time.
- (14) This Application cannot be altered, amended, revised or otherwise modified except by written agreement signed by Customer and an officer or the Corporate Credit Department of SITECH South, LLC.
- (15) This Application, and any other document in connection with this transaction, shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, representatives, assigns, agents, employees, officers, directors, and insiders.
- (16) Customer must cooperate in the execution and delivery of any and all documents required in connection with the transactions hereunder.

RELEASE OF INFORMATION

The information on this Credit Application and Agreement is furnished for the purpose of obtaining commercial credit. Customer hereby authorizes SITECH South, LLC to verify information from whatever source it deems appropriate in order to determine Customer's creditworthiness and financial responsibility. Customer and each person signing below on any Continuing Personal Guaranty warrant that the information provided herein or in any other document in connection with this Application is true and correct and authorizes the release of such information to SITECH South, LLC and/or any entity which may provide credit to Customer. Customer further authorizes SITECH South, LLC to obtain information pertaining to the creditworthiness of Customer and any person signing below, and any Guarantor as SITECH South, LLC may deem appropriate, from, including but not limited to, banks, credit bureaus, credit reporting agencies, and other creditors of Customer.

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to Customer by SITECH South, LLC or Lender, and as an inducement to SITECH South, LLC and Lender to continue to extend credit to Customer, the undersigned, jointly and severally, unconditionally guarantee(s) the prompt payment of any and all sums of money now due or at any time hereafter due and owing to SITECH South, LLC or Lender by Customer. The undersigned personally guarantee(s) payment for all goods, equipment and/or services purchased and/or leased by Customer, and, should Customer's account become past due, for all costs, including but not limited to attorney's fees and costs of collection resulting therefrom. Any undersigned guarantor who is married expressly represents that he/she has been duly authorized by the non-signing spouse to act in a representative capacity and execute this Guarantee on behalf of the non-signing spouse, for the purposes described herein, so as to bind their marital community property.

SITECH South, LLC or Lender may proceed against the undersigned without being required to first proceed against the Customer and may proceed against any one of the undersigned without waiving its right to proceed against any of the remaining Guarantors. The undersigned waives notice of extension of time or modification of terms, settlements, or resolutions of disputes, modification of credit line, or default of Customer.

This Guaranty is intended to be and is a Continuing and Cumulative Guaranty. This Guaranty may only be revoked by written notice to SITECH South, LLC at the above address sent by certified mail, return receipt requested and shall be effective only with respect to orders for sale or lease transactions which are accepted by SITECH South, LLC after the expiration of 15 days following SITECH South, LLC's receipt of such notice. Any revocation of this Guaranty shall not affect any liability incurred by Customer prior to the expiration of said 15-day period. Any revocation of this Guaranty will be provided in writing from SITECH South, LLC to Customer.

If the Authorization is not signed by Customer, the term "SITECH South, LLC" shall be deemed to refer to and apply to SITECH South, LLC and its affiliates and subsidiaries.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Application.

Personal Information on Owner/Principals/Guarantors: *(Attach additional sheet(s), if necessary)*

Does the business (or any principal) have any outstanding liens or judgments against it (them)? Yes No *(If "Yes," list in details on separate sheet.)*

Name/Title: _____ Home Address: _____ Phone: _____ Birth Date: _____ % Ownership _____ Spouse's Name (Individuals Only): _____ Driver's License Number: _____ Social Security Number: _____ Signature: _____ Witness: _____	Name/Title: _____ Home Address: _____ Phone: _____ Birth Date: _____ % Ownership _____ Spouse's Name (Individuals Only): _____ Driver's License Number: _____ Social Security Number: _____ Signature: _____ Name (print): _____
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