

AGREEMENTS TERMS AND CONDITIONS

- 1 Customer indicated on the first page desires to purchase goods and services from Creditor, on open account, and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. The signer(s) executes this agreement on behalf of the Customer, in the capacity indicated, and acknowledges that he/she has the legal authority to act in such capacity and legally bind the company. By this application, the Customer requests that an account be opened in the name of the Company and agrees to be unconditionally liable for all charges to the account. Creditor's extension of credit to Customer constitutes Creditor's acceptance of this application and agreement for business credit, and Customer's signature constitutes Customer's acceptance of the terms and conditions contained in this application and agreement for business credit.
- 2 Credit will be extended by Creditor to Customer based on the information provided in this application, and Creditor, or its agent, is authorized to check Customer's references and credit background. Customer agrees to pay any and all charges, fees and costs which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Creditor in writing within five (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person who incurs charges on Customer's account is authorized to do so.
- 3 Creditor will mail to Customer at the address set forth on the first page of this application, a statement of account, if requested, which will show Customer's account activities, delinquency charges and new balance. Customer agrees to notify Creditor, in writing, of any error in the statement within (10) days after the date of that statement. If not so notified, the statement shall be deemed to be expressed on the written quotation signed by Creditor and Customer or on Creditor's invoice. In the absence of such express terms and conditions, Creditor's terms will be Net 15. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month, or the highest legal rate, whichever is less.
- 4 Customer agrees that if Creditor is not paid on time, in accordance with Creditor's terms, Customer shall pay for all costs and expenses incurred by Creditor in connection herewith. Should Creditor refer Customer's past due account to a Collection Agency, Customer agrees to pay collection agency fees equal to thirty percent (30%) of the past due. Customer further agrees that if this account is referred to an attorney for collection activity and/or the initiation of a lawsuit, Customer will pay thirty-three percent (33%) in addition to the principal, interest and collection agency fees, as and for Creditor's attorney fees incurred, whether suit is initiated or not. Customer agrees that for and in consideration of Creditor's extension of credit, that Customer submits to the personal jurisdiction of Arizona and that this agreement is to be construed under the laws of the State of Arizona and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona shall be the exclusive jurisdiction and legal venue for said action. Customer agrees to pay Creditor a \$25.00 service charge on each dishonored check returned to Creditor.
- 5 Customer warrants that any financial documents provided Creditor are true and correct, and will provide Creditor such documents, from time to time upon request. Customer represents to Creditor that it is solvent as of the date of this agreement.
- 6 This agreement embodies the entire agreements of the parties. Should a court of competent jurisdiction find any clause in this Applications and Agreement for business Credit to be void, that clause shall be severed with all other provisions remaining intact and enforceable. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all parties hereto, or by their duly authorized agents.
- 7 By Signing this Application and Agreement for Business Credit, Customer hereby authorizes Creditor to investigate all references and credit information sources, including, but not limited to, business and consumer credit reporting repositories regarding the credit and financial responsibility of the Customer and any individual partner, officer, or guarantor of the Customer, as the case may be, for purposes of Customer obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

The Federal Equal 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th Pennsylvania Avenue, NW, Washington, D.C. 20580.

Initials _____

