

Application For Credit

Industrial Parts Warehouse, Inc.
IPW/Lift Techs
2830 US Highway 80 West
Garden City, GA 31408
Phone (912) 447-0585 Fax (912) 447-0586

Name _____ Phone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Corporation Sole Proprietorship Partnership D/B/A _____

Federal Tax ID # _____ Sales Tax # _____

A sales tax exemption certificate must be attached. We are required to charge sales tax if this certificate is not provided.

Owners/Officers:

Name/Title _____ Social Security # _____

Address _____ Phone _____

Name/Title _____ Social Security # _____

Address _____ Phone _____

Accounts Payable Contact _____ Phone _____ Fax _____

References:

Bank _____ Account # _____

Address _____ Phone _____ Fax _____

Trade _____ Contact Person _____

Address _____ Phone _____ Fax _____

Trade _____ Contact Person _____

Address _____ Phone _____ Fax _____

Trade _____ Contact Person _____

Address _____ Phone _____ Fax _____

TERMS AND CONDITIONS OF CREDIT APPLICATION AGREEMENT

Hereinafter, including the personal guaranty, IPW/LIFT TECHS shall be referred to as the SELLER. The CUSTOMER, having signed his/her name to the credit application attached, is hereinafter called the CUSTOMER. In consideration of the SELLER selling or leasing to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agree as follows:

1. CUSTOMER shall 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 may accrue on CUSTOMER'S past due account at a rate of 1.5% per month. CUSTOMER hereby submits

to the jurisdiction of the Courts of the State in which the SELLER has its principle place of business, which state's laws shall govern this agreement.

2. Venue for any action hereon, by any of the parties hereto, or in connection herewith shall be in Chatham County, Georgia in which the SELLER has its principle place of business. CUSTOMER agrees to be subject to the jurisdiction of the Court of the State of Georgia.
3. Anyone at the CUSTOMER'S place of business who receives SELLER'S goods or who picks up goods for CUSTOMER, wherever SELLER delivers same or causes same to be delivered or where CUSTOMER is carrying on a business activity, is conclusively presumed to be the agent of the CUSTOMER for receipt of said goods for the CUSTOMER. The SELLER retains a lien on the good sold to the CUSTOMER and the proceeds from the sale thereof until the goods are paid for, and the CUSTOMER hereby empowers and appoints SELLER to sign in behalf of the CUSTOMER a UCC-1 Financing Statement for filing to perfect SELLER'S lien interest in the goods sold. CUSTOMER also empowers and appoints SELLER with the same powers for equipment leased by SELLER to CUSTOMER. The word "goods" includes parts, equipment, and service performed. Also, SELLER is granted a lien on goods it performs services upon and furnishes parts for.
4. **DISCLAIMER: SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS OR EQUIPMENT SOLD OR LEASED, OCCASION BY LABOR DISPUTES, FORCE MAJEURE OR OTHER CAUSES BEYOND SELLER'S CONTROL; NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT RELATIVE TO SAID SALE OR LEASE, THE GOOD SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE FOR WHICH THEY ARE INTENDED, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE OR LEASE PAYMENT FOR THE GOODS OR LEASED EQUIPMENT PRO-RATA; OR, REPLACE OR REPAIR GOODS SOLD OR EQUIPMENT LEASED, THE OPTION FOR THE AFOREMENTIONED IS SOLELY IN THE SELLER. THERE ARE NO OTHER WARRANTIES, AND THERE IS NO WARRANTY OR MERCHANTABILITY. CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO SELLER WITHIN 10 DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT.**
5. This assignment is not subject to oral cancellation or change. If oral cancellation or change is claimed, such must be in writing and signed by the parties to be charged within ten (10) days from the alleged date of change or cancellation, otherwise change or cancellation shall be conclusively deemed as waived.
6. All notices relative hereto 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 thought not provided for herein. The person signing on behalf of the CUSTOMER agrees to the terms hereof.
7. The undersigned authorizes SELLER to seek credit information from our vendors and banks, and authorizes our vendors and banks to release information based on a photocopy of this instrument.

Date _____

Business Name

Signature

Print Name and Title

PERSONAL GUARANTY

The term GUARANTOR shall be construed in the singular or plural; as context may require. In consideration of SELLER leasing or 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, 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 reasonable 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), 6 (notice) and 7 above. Irrespective of any descriptive words to the contrary, in connection with GUARANTOR'S signature, this is a PERSONAL GUARANTY.

Date _____

Guarantor, Sign and print name

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