

**CREDIT APPLICATION AND AGREEMENT EXHIBIT**  
**Niece Equipment LP • P.O. Box 277 Buda, Texas • 512-252-3808 • Fax 512-523-8775**  
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Date \_\_\_\_\_

**A. APPLICANT**

Legal Business Name \_\_\_\_\_  
 (List all Trade Names, DBA's and specify any Divisions or Subsidiaries)

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Ship-to Address \_\_\_\_\_

Person to contact about account \_\_\_\_\_

Amt. of Credit Req. \$ \_\_\_\_\_ Type of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_

**B. BUSINESS INFORMATION**

FEIN(Federal Tax Identification No.) (if applicable) \_\_\_\_\_

(Circle one)

Sole Proprietorship      Partnership Partner      Partner

Sales Tax Exemption Certificate · Yes · No (if yes, enclose signed certificate or copy)

**C. BANKING INFORMATION**

Bank \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer Contact \_\_\_\_\_ Acct. No. \_\_\_\_\_ Type of Acct. \_\_\_\_\_

Acct. No. \_\_\_\_\_ Type of Acct. \_\_\_\_\_

**I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.**

\_\_\_\_\_  
 Signature Date

**D. TRADE REFERENCES** (Please provide three references)

Company Name:	Company Name:	Company Name:
Office Phone:	Office Phone:	Office Phone:
Address:	Address:	Address:
A/R Fax- Email	A/R Fax- Email	A/R Fax- Email
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:

The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize

**Niece Equipment LP** to investigate all references and customary credit information sources including consumer credit reporting repositories (see Consent to Obtain Consumer Credit Report below) regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

CREDIT POLICY: Statements are rendered as of the **28 day payment cycle**. COD restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due **upon receipt**. A service charge of one-and-one-half percent (1½%) per month, or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to at any time exceed the highest legal rate of interest legally allowed.

VENUE: All amounts due for purchases from Niece Equipment LP are payable at P.O. Box 277 Buda, Texas 78610 in U.S. dollars. It is further understood that this agreement is entered into in the state of Texas county of Hays and is governed by the internal laws (but not the conflict laws) of the state of Texas, and you agree that any collection action or lawsuit of any type may be filed in any court of competent jurisdiction in Texas, in Niece Equipment discretion.

CHANGE OF OWNERSHIP: I/We understand that we must notify Niece Equipment LP in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established, within thirty (30) days of the date such change is effective.

COLLECTION AND ATTORNEYS' FEES: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether or not suit is filed.

CERTIFICATE OF USE: I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

**AUTHORITY OF SIGNATURE AND TITLE:**

The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions:

Firm Name \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_

**Personal Guarantee**

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **Niece Equipment LP** to \_\_\_\_\_ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to **Niece Equipment LP** the full and prompt payment by \_\_\_\_\_, of all obligations which Guarantor presently or hereafter may have to [Co. Name] and payment when due of all sums presently or hereafter owing by Guarantor to [Co. Name] Guarantor agrees to indemnify [Co. Name] against any losses [Co. Name] may sustain and expenses [Co. Name] may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guarantee against guarantor. This shall be a continuing guarantee. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to [Co. Name] written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness heretofore incurred.

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with **Niece Equipment LP**, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by **Niece Equipment LP** as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

\_\_\_\_\_  
Sign Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Sign Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

\_\_\_\_\_  
Sign Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Sign Name \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

*The Federal Equal Credit Opportunity Act (ECOA) 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 creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.*