



Credit Department
PO Box 217
332 Schofield Street
Curwensville, PA 16833
Tel. 814-236-0220
Fax 814-236-2697

CREDIT APPLICATION & AGREEMENT

FOR OFFICE USE ONLY

Account #: _____ Credit Amount: _____
Approved By: _____ Date Approved: _____
Notes: _____
Salesperson: _____

BASIC INFORMATION

Date of application: _____
Exact legal name of applicant (Business, organization, institution or individual applying for credit): _____
Trade name/DBA used by Applicant (if applicable): _____
Nature/Type of Business: _____
Billing address: _____ Physical address (if different from billing address): _____
Street: _____ Street: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Attention: _____
Name and title
Applicant's Phone: _____ Applicant's Mobile Phone: _____
Applicant's Fax: _____ Applicant's Email: _____
A/P Email: _____ Applicant's Website: _____
Are Applicant's business premises leased or owned? _____
Landlord Name and Address: _____

ENTITY STATUS AND OWNERSHIP

Type of entity:
[] Corporation; State of Incorporation: _____ [] Profit [] Non-Profit :
[] Partnership, State of organization: _____ [] Limited Partnership [] General Partnership
[] Limited Liability Company, State of organization _____
[] Sole Proprietorship [] Individual [] Other (specify): _____
Date of Organization (if corporation, limited partnership or limited liability company): _____
Federal Tax ID Number (EIN): _____ Contractor License No: _____
Tax Status: [] Taxable [] Exempt (attach Exemption Certificate) Year business established: _____
Types of Material Required: _____ Project: _____
Applicant's Annual Sales: \$ _____ Estimated Monthly Purchases: \$ _____
Are Purchase Orders Required to Charge to Your Account? [] Yes [] No

Parent Company (if applicable, provide Name and Address): _____

Does Applicant have any affiliated businesses? Yes No If Yes, Name Each of Them: _____

Total Number of Employees: _____

List Principal Owners and Officers:

Name	Title	Home Address	SSN

PUBLIC FILINGS

1. Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws? Yes No.

If yes, please explain: _____

2. Does the Applicant have any Outstanding Liens or Judgments? Yes No.

If yes, please explain: _____

BANK REFERENCES

Depository Bank: _____

Bank Address: _____

Bank Contact Person: _____

Phone: _____ Email: _____

Type of Account: _____

Account No.: _____

Lending Bank: _____

Bank Address: _____

Bank Contact Person: _____

Phone: _____ Email: _____

Type of Loan and Amount: _____

Account No.: _____

CREDIT REFERENCES (Four Required - Do Not Use Subcontractors)

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

AUTHORIZED BUYERS

Name: _____

Name: _____

Name: _____

Name: _____

Attach Additional Names on a Separate Sheet

AGREEMENT AND ACKNOWLEDGMENT

The undersigned hereby represents and warrants that (i) he or she is a duly authorized representative of the Applicant with all requisite legal authority to bind the Applicant by executing this application, and (ii) the information set forth in this Application is provided for the purpose of obtaining credit from Lezzer Holdings, Inc. and/or its subsidiaries and/or affiliates (hereinafter "Lezzer") and is true and correct. The undersigned hereby acknowledges and agrees that (i) Lezzer may obtain information concerning the Applicant from any credit-granting or credit reporting institution, (ii) this Application will govern Lezzer's review of Applicant's credit history and will constitute an agreement between Applicant and Lezzer governing the provision of credit upon Lezzer's subsequent acceptance by any means, whether written or oral, of Applicant's request for credit, (iii) effective upon any acceptance by Lezzer of this Application, all sales of goods or services to Applicant will be governed by Lezzer's standard terms and conditions of sale as they accompany this Application and as they may be modified by Lezzer from time to time, and (iv) Lezzer's provision of credit for the supply of goods or service will constitute fair and sufficient consideration in exchange for the applicability of such standard terms and conditions of sale.

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

The credit of Applicant's business and the personal credit of any Guarantor will be used in making credit decisions. Applicant and Guarantor authorize Lezzer to investigate the creditworthiness of Applicant and Guarantor by obtaining credit reports and making other inquiries as Lezzer may deem appropriate. Any Guarantor signing this Agreement authorizes Lezzer to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of business where his/her accounts are maintained. Lezzer may report the liability of Applicant's business and the Guarantor, and the status of Applicant's account, to credit bureaus and others who may lawfully receive such information.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

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 creditor is the Federal Trade Commission, Division of Credit Practices, 6th Street and Pennsylvania Avenue, NW, Washington DC 20580.

TERMS AND CONDITIONS

IF THE CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED APPLICANT AND/OR GUARANTOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Payment of Charges:** Applicant agrees that each invoice shall be paid by the last day of the month, following the month in which the goods and/or services identified on such invoice were purchased ("Net 30 EOM"). Lezzer will assess a 2% surcharge on all payments on accounts made with a credit card if the account is not paid in full by the 12th of the month. Applicant agrees to pay all charges when due, and in the event said charges are not so paid, Applicant agrees to pay Lezzer a service charge of **1 1/2% per month, 18% annual percentage rate**, on the unpaid balance. Applicant agrees to pay the posted return check charge fee for each check returned. Applicant hereby accepts and assumes full and exclusive liability for the payment of any tax and/or assessment imposed by any present or future law or any government or governmental authority, including, but not limited to, any and all sales, use, or other tax levied by the federal, any state and/or any local government or governmental authority. Applicant accepts responsibility for all goods purchased on credit by any of its employees or agents. Applicant shall advise Lezzer, in writing, to the Lezzer address listed on the front of this application, if any of its agents or employees who have purchased goods on credit in the past are no longer authorized to do so. Absent receipt of such notice, Applicant shall be liable for the costs of goods sold or services rendered to such persons.
- 2. Increase/Decrease in Credit Limit/Termination of Credit:** Lezzer may, in its sole discretion and at any time, increase or decrease Applicant's credit limit. Lezzer may, in its sole discretion and at any time, refuse to permit charges to be applied to Applicant's account. Any increase to \$40,000 or more may require the signing of a security agreement.
- 3. Delivery of Goods:** Delivery of Goods to Applicant may be made without obtaining signatures upon delivery.
- 4. Events of Default:** If Applicant does not make a payment upon the date it is due, Applicant shall be in default of its obligations to Lezzer. Applicant shall also be in default of its obligations to Lezzer if any of the following occur: the failure of Applicant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Application, these Terms and Conditions, or any other agreement with Lezzer which is not

cured within the applicable time period provided therein; the Applicant's application for the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or substantial part of Applicant's property; Applicant makes a general assignment for the benefit of creditors; the commencement by Applicant of a voluntary case under any state or federal bankruptcy law (now or hereinafter in effect); adjudication of Applicant as a bankrupt or insolvent company; the filing by Applicant of a petition seeking to take advantage of any other law providing for the relief of debtors; Applicant exceeds its credit limit; an involuntary bankruptcy petition is filed against Applicant and such petition is consented to by Applicant or not dismissed within sixty (60) days; Applicant shall admit in writing its inability to pay its debts as they become due or cease operations of its present business; and/or Lezzer shall deem itself insecure.

5. Remedies: Upon the occurrence of an event of default, Lezzer shall be able to exercise any and all remedies available under law including, but not limited, to the repossession of materials pursuant to state law. Without limiting the generality of the foregoing, Lezzer may, without further notice to Applicant, declare immediately due and payable all charges made to Applicant's account, whether or not all such charges are then due, and Lezzer may thereafter initiate legal proceedings against Applicant and/or any Guarantor or exercise any other legal or equitable rights available to Lezzer to collect such indebtedness. Applicant agrees that if Applicant's account is referred for collection to any attorney or agency, or if Applicant becomes a debtor in any bankruptcy or insolvency proceeding, Applicant shall pay all costs of collection or enforcement, including, but not limited to, agency fees, court costs and attorney's commission equal to the greater of **10%** of Applicant's total indebtedness (including services charges) to Lezzer or reasonable attorney's fees but in no event shall the attorney's fees be less than \$1,000.00. Service charges shall continue to accrue at the rate of **1 1/2% per month** following the entry of judgment. In addition, upon the occurrence of an event of default, Lezzer may terminate Applicant's account, in which case these Terms and Conditions will apply until full payment owing on Applicant's account is received, including Late Payment Fees and Finance Charges, which Lezzer will continue to impose until the date of full payment. No failure to exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder preclude any other or further exercises thereof or exercise of any other right. The remedies provided herein are cumulative and concurrent, may be pursued separately, successively or together, and may be exercised as often as occasion therefore shall arise.

6. Termination/Change in Terms: If Applicant's Application is approved, these Terms and Conditions shall constitute an agreement between Applicant and Lezzer for the sale of goods or services (hereinafter, this "Agreement"). Applicant may at any time terminate this Agreement. Lezzer may, at any time and subject to applicable law: (a) terminate this Agreement; or (b) terminate or suspend Applicant's right to make future purchases. Lezzer reserves the right to change any term or condition of, or add new terms to, this Agreement by giving fifteen (15) days advance notice of such change or additional term. Unless prohibited by applicable law, Lezzer may apply any changed or new terms to any outstanding balance of Applicant's account on the effective date of the change and to any future balances created after that date. Upon termination of this Agreement, Applicant will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of this Agreement. No change to any term of this Agreement will affect Applicant's obligation or the obligation of any Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of the Agreement or any related guaranty.

7. Consent to Jurisdiction/Venue/Waiver of Jury Trial: This Agreement is made at Curwensville, Clearfield County, Pennsylvania, and shall be governed and construed in accordance with the laws, but not be the law of conflict of laws, of the Commonwealth of Pennsylvania. Applicant agrees that any and all actions arising out of or in connection with the sale of goods or services or extension of credit by Lezzer may be brought in the Court of Common Pleas in Clearfield County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial.

8. Entire Agreement/Legal Construction: This Agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement be constructed as if such invalid, illegal or unenforceable provision had never been contained herein. Any goods, services or equipment sold to Applicant under this Agreement are sold exclusively upon the terms and conditions set forth in the Agreement, and the Applicant expressly acknowledges and agrees that any additional or different terms offered by the Applicant in a purchase order, acknowledgment or similar document are expressly rejected and shall not be or become part of this Agreement nor shall this Agreement be modified without the express written approval of Lezzer.

9. Mechanics Lien: Lezzer reserves its rights under the Pennsylvania Mechanics' Lien Law as amended (the "Lien Law"). All notices of any action taken pursuant to said law will be delivered to Applicant at the address provided on the original application unless Applicant notifies Lezzer otherwise in writing. All shipments of materials will include a property identification, address and/or owner's name. Lezzer is not responsible for any third-party claims against Applicant as a result of any exercise of judgment pursuant to the Lien Law.

10. Non-waiver: In the event Lezzer accepts any payment after the date it is due or otherwise permits Applicant to continue to operate under this Agreement despite a default of a covenant herein, such acceptance of payment and/or waiver of covenant does not affect the due dates of any amounts on the account nor does it act as an extension of time for payments on any account remaining unpaid nor will it vitiate Lezzer's ability to enforce any covenant subsequent to the same. No claim or remedy of Lezzer arising under this Agreement may be discharged in any manner by a waiver or renunciation of any claim unless that waiver or renunciation is supported by consideration, is in writing and is signed by an officer of Lezzer.

11. Assignment: Applicant shall not be permitted to assign any of its rights under this Agreement to any person, firm or corporation. Lezzer may sell, assign, or transfer all or any portion of Applicant's account or any balances due under Applicant's account without prior notice to Applicant.

12. CONFESSION OF JUDGMENT: UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, APPLICANT AND EACH GUARANTOR HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OR THE PROTHONOTARY OR CLERK OF ANY COURT IN THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR AT ANY TIME FOR APPLICANT AND EACH

GUARANTOR AND, WITH OR WITHOUT COMPLAINT FILED, AS OF ANY TERM, CONFESS OR ENTER JUDGMENT AGAINST THEM FOR THE ENTIRE BALANCE OF APPLICANT'S ACCOUNT, PLUS ALL SERVICE CHARGES, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF SUCH AMOUNT FOR COLLECTION (BUT IN ANY EVENT NOT LESS THAN \$1,000.00); AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. NOTWITHSTANDING THE ATTORNEY'S COMMISSION PROVIDED FOR IN THE PRECEDING SENTENCE (WHICH IS INCLUDED IN THE WARRANT FOR PURPOSES OF ESTABLISHING A SUM CERTAIN), THE AMOUNT OF ATTORNEY'S FEES THAT LEZZER MAY RECOVER FROM APPLICANT AND THE GUARANTOR(S) AND RETAIN SHALL NOT EXCEED THE ACTUAL REASONABLE ATTORNEY'S FEES INCURRED BY LEZZER, AND LEZZER SHALL SATISFY ANY SUCH JUDGMENT ON PAYMENT OF THE AMOUNT WHICH WOULD BE DUE THEREON AS IF THE PORTION OF THE JUDGMENT CONSISTING OF REASONABLE ATTORNEY'S FEES WERE REDUCED TO THE ATTORNEY'S FEES ACTUALLY INCURRED BY LEZZER. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS AGREEMENT.

APPLICANT AND EACH GUARANTOR IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED TO OCCUR PURSUANT HERETO. APPLICANT AND EACH GUARANTOR ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Applicant certifies that all information of this Application and Agreement is true and correct. The Applicant has read, understands and hereby agrees to the CONFESSION OF JUDGMENT, and intends to be legally bound by, the above terms and conditions. The Applicant also represents that the individual executing this Application and Agreement on its behalf has full authority to enter into this Application and Agreement on Applicant's behalf.

Exact legal name of applicant (Business, organization, institution or individual applying for credit): _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

GUARANTY

In consideration of credit being extended by Lezzer to Applicant, the undersigned hereby jointly and severally personally guarantee to Lezzer the full and prompt payment by the Applicant of all obligations that Applicant presently or hereafter may have to Lezzer arising out of the sale of goods or services by Lezzer to Applicant, and agree to indemnify Lezzer against any losses Lezzer may sustain and expenses Lezzer may incur as a result of any failure of Applicant or Guarantor to perform such obligations, including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any obligations of Applicant guaranteed hereunder or in enforcing the guaranty against the undersigned. This guaranty is a guaranty of payment, not of performance, and is primary, absolute, unconditional, continuing and irrevocable. Diligence, protest or notice of any kind is waived. This guaranty shall remain in full force and effect until Guarantor delivers notice to Lezzer at the address set forth above, Attn: Credit Manager, revoking this guaranty as to obligations incurred by the Applicant subsequent to such delivery. Such delivery shall not affect any of Guarantor's obligations hereunder with respect to obligations incurred before the date of such notice. The undersigned, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, 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 may be needed, in the credit application process. Guarantor has read, understands and hereby agrees to the CONFESSION OF JUDGMENT, and intends to be legally bound thereby.

Exact legal name of applicant (Business, organization, institution or individual applying for credit): _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

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