



GROW WITH US

P.O. Box 286 Boonville, Indiana 47601

CREDIT APPLICATION AGREEMENT

LEGAL NAME OF APPLICANT: _____

1. It is agreed that Applicant will pay for all goods and services supplied by Creditor. Creditor's failure in delivering an invoice or statement shall in no way relieve Applicant of its obligation to pay for goods or services received and accepted. The terms of payment shall be in accord with those set out in Creditor's invoices. The applicant further agrees to pay interest at the rate of one and three-quarter percent (1.75 %) per month on all past due charges, together with court costs, and all costs of collection and reasonable attorneys' fees of the Creditor incurred in enforcing its rights hereunder. Any dispute regarding any invoice must be directed to Creditor in writing at the address shown above not later than five (5) days prior to the due date of any disputed invoice
2. Applicant acknowledges that the establishment of an open account arising from this application is for the convenience of the Applicant, and agrees to pay for all charges to the Account for goods or services charged thereto which are requested by any employee or other apparent agent of the Applicant regardless of whether Applicant specifically authorized such charges.
3. Applicant acknowledges that this agreement shall not be construed as a contract to sell or purchase goods or services, but merely describes the terms and conditions governing any such subsequent transactions between Applicant and Creditor. Creditor expressly reserves the right to refuse to engage in such transactions, with or without cause or notice, which Applicant agrees will not affect any obligation created hereunder with respect to prior transactions. Applicant acknowledges that products or services ordered are subject to availability, and the inability or refusal of the Creditor to provide any product or service requested by Applicant shall in no way affect the obligations of the Applicant created hereunder with respect to goods or services actually provided.
4. Applicant agrees that any description of a "credit limit" desired by Applicant and/or approved by Creditor shall not be construed as a limitation of liability of the Applicant or any Guarantor hereunder, and the undersigned, including the Guarantor, expressly agree to pay all charges in excess of any stated credit limit, regardless of whether Applicant expressly requested or approved an increase in available credit.
5. Having obtained all necessary authority, the Applicant authorizes Creditor and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of Applicant and all owners, partners and officers listed on this application, and authorizes and instructs all persons having information concerning Applicant's credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys or employees. This includes, without limitation, authorization for Creditor and its agents, attorneys and employees to request, obtain and use for all purposes which Creditor deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.
6. Applicant and all signers hereof, including Guarantors, understand that Creditor may extend credit under this application and agreement in reliance upon representations herein, including but not limited to representations regarding the ownership or assumed business names of the Applicant. Any change of ownership or ownership structure of the enterprise identified herein as "Applicant", including the continued use of any assumed business name by the applicant's successor or assigns, shall not relieve any person or entity lawfully answerable for the debts of the Applicant to the Creditor, including the guarantors, of any obligation to Creditor arising from the provision of goods, services, or extension of credit by the Creditor acting upon the belief that the goods, service, and extension of credit have been provided to the Applicant. The obligation described herein shall continue unless and until Creditor receives written notice of such change of ownership or ownership structure by certified mail, return receipt requested, at the address shown on this document. Payment of any statement or invoice by check which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, any claims or rights against any other person or entity arising from the provision of goods, services, or extension of credit by Creditor because of the change in ownership or ownership structure.
7. The applicant understands that all goods or services sold or provided by Creditor are subject to all terms and conditions contained in this Credit Application and Agreement, as may be amended from time to time at the sole discretion of the creditor upon notice to the Applicant as well as any other terms and conditions contained on any of Creditor's invoices. In the event of any conflict between terms contained in a subsequently issued invoice and this Credit Application and Agreement or the amendments thereto the agreement shall control.
8. Creditor hereby disclaims any and all express or implied warranties with regard to any goods or services provided, including any warranty of merchantability or fitness for a particular purpose. In the event that any goods or services provided are defective, the Applicant's remedy, to be determined in the sole discretion of the Creditor, shall be limited to timely cure of the defect, where practicable, by replacement of the defective goods or corrected performance of the service; or, refund of the purchase price, plus applicable taxes, of any such goods or services provided. The "refund" described herein may be accomplished, in the sole discretion of the Creditor, by credit or other adjustment to Applicant's account, or return of monies actually paid by Applicant. Creditor may make additional accommodations to Applicant if the Creditor determines, in its sole discretion, that such accommodations are warranted under the circumstances. Such action shall in no way be construed as a waiver of Creditor's right to limit Applicant's remedies to those described herein with regard to subsequent claims of defective goods or services. In no event shall Creditor be liable for incidental or consequential damages arising from alleged defects.
9. The applicant agrees that this and any contemporaneous or subsequent transactions between the parties will be governed by the laws of the State of Indiana, and that jurisdiction and preferred venue shall be in Dubois County, Jasper, Indiana, or at the election and sole discretion of the Creditor, any Court which otherwise has jurisdiction over the applicant. The applicant hereby waives any defense based upon jurisdiction as to any actions initiated in the jurisdictions or venues described above, and hereby waives trial by jury.
10. The Applicant grants to Creditor a security interest in the following described property together with all additions, accessions, accessories, and replacements: accounts and other rights to payment; inventory, equipment; instruments and chattel paper; general tangibles; documents of title; farm products and supplies; government payments and programs; investment property, and deposit accounts.

By: _____
Customer

_____ Date

By: _____
Customer

_____ Date

Title: _____

Title: _____