

CREDIT APPLICATION

This form can be completed by clicking or using the tab key to move the cursor from cell to cell. You may also print this form to record handwritten responses

| Full Business Name: | |
|---------------------|-----------------------|
| Billing Address: | Shipping Address: |
| | |
| Phone/Fax #: | |
| AP Email: | Contact Name: |
| COMPANY INFORMATION | |
| □Individual | D & B Number: |
| Partnership | Federal ID Number: |
| | Tax ID #-attach cert. |
| BANK REFERENCE | |
| Bank Name: | |
| Address: | |
| City, State, Zip: | |
| Phone #: | 1 |
| Fax #: | Account #: |
| TRADE REFERENCES | |
| 1. Company Name: | |
| Address: | |
| City, State, Zip: | |
| Phone #: | Fax # or Email: |
| 2. Company Name: | |
| Address: | |
| City, State, Zip: | |
| Phone #: | Fax # or Email |
| 3. Company Name: | |
| | |
| Address: | |
| City, State, Zip: | |
| Phone #: | Fax # or Email |

Completed forms can be e-mailed to <u>accounts-receivable@rohrer.com</u> or faxed to 330-334-0419.

Please include a signed tax exempt form as part of the application. Taxes will be charged if form is not received at time of application.

Terms and Conditions

CREDIT AGREEMENT

The undersigned ("Applicant") agree(s) that the following terms and conditions shall apply to all credit extended to the Applicant by Rohrer Corporation (the "Company"). If more than one person signs this Agreement as Applicant, the liability of such persons shall be joint and several.

- Accuracy of Invoices: Applicant must send written notice to the Company within 30 days of the invoice date of any alleged inaccuracy, disagreement or discrepancy in an invoice to the attention of the Chief Financial Officer at Rohrer Corporation, 717 Seville Road, Wadsworth, Ohio 44281. Failure to do so will waive any objection to the invoice.
- 2. Payment Terms: Applicant acknowledges that the payment terms on this account are net 30 from the date of invoice unless otherwise agreed to and added as an addendum to this Agreement signed by the Company's Chief Financial Officer and an authorized representative of the Applicant. Applicant agrees to pay all invoices promptly within the stated terms. Also Applicant agrees that it will pay interest on past due amounts at the rate of one and one-half percent (1-1/2% monthly) or (18% per annum) or the highest legal rate, whichever is less.
- Right Retained by the Company: The Company reserves the right to revoke or terminate any credit account or arrangement offered to 3 Applicant and to alter or amend the terms and conditions on which any such credit may be extended. The Company may establish credit limits with respect to any credit account and may change any such credit limit at anytime without prior notice. The Company will notify the Applicant in writing of any change in the terms or conditions applicable to its account.
- Business Purpose: Applicant covenants and agrees that all amounts charged to its account will be solely for business or commercial purposes 4. and shall not be for personal, household or family use.
- Collection Costs: Applicant further expressly agrees that it shall be liable and pay for all attorneys' fees, collection costs and court fees, and 5. any other expenses, incurred by the Company, whether or not incurred in connection with litigation, including but not limited to attorneys' fees and cost arising from or related to the enforcement of the terms of this Agreement or the collection of amounts due from Applicant.
- Delay in Enforcement/Waivers: The Company may delay or waive enforcement of any of the provisions of this Agreement, including 6. Applicant's agreement to make timely payments, without losing its right to enforce the same provisions later or to enforce any other provision of this Agreement. Applicant waives the right to receive any notice of any waiver or delay or presentment, demand, protest, or dishonor and waives any applicable statute limitations and all statutory exemption to the full extent permitted by law.
- Change of Name or Address: Applicant agrees to notify the Company immediately in writing of any changes in its name, address or status of 7. its business.
- 8. Applicable Law: The terms and enforcement of this Agreement shall be governed by the laws of the State of Ohio and Applicant agrees to submit to the personal jurisdiction of the State and federal courts in Ohio with respect to any legal actions or proceedings relating to any credit extended to it by the Company.
- Additional Rules and Regulations: The Company may from time to time issue additional rules or regulations which may be applicable to all, 9 or to any one or more specific types of credit accounts established by Applicant, which rules may add to, modify or otherwise vary terms and conditions set forth herein and which, upon issuance by the Company and delivery of a copy thereof to Applicant, shall be deemed incorporated into these terms and conditions for the purpose of such credit accounts.

Applicant represents and warrants that all information set forth herein and all other information provided by Applicant in connection with this Credit Application is true and correct. Applicant understands that the Company will rely upon such information in making its determination of whether or not to extend credit to Applicant. Applicant understands that the Company will retain this Application, whether or not it is approved. The Company is authorized to check Applicant's references and credit history and to answer questions posed by others about Applicant's credit experience with the Company.

Each person signing the application on behalf of the Applicant personally represents and warrants that he/she has full authority to do so.

Dated this _____ day of _____, 20____

APPLICANT:

Signed:_ Signed:

Print Name and Title

Print Name and Title

For good and valuable consideration, including the extension of credit by the Company to Applicant, the undersigned (jointly and severally if more than one) hereby irrevocably and unconditionally guarantees payment to the Company of any and all sums now or hereafter owed by Applicant without regard to any claim of setoff, counterclaim or defense. The undersigned waives presentment, demand and all notices otherwise required with respect to any sums owed to the Company by Applicant and waives the homestead and any other exemption available under applicable law. The undersigned agrees to pay any costs and expenses, including reasonable attorneys' fees and costs, incurred by the Company in connection with the enforcement of the guaranty and agrees that this guaranty shall be governed by the laws of Ohio and agrees to submit to the jurisdiction of the state and federal courts in Ohio in any action brought to enforce this agreement.

Dated this ______ day of ______, 20_____

GUARANTOR:

Signed:

Signed:____

Print Name and Title

Print Name and Title

717 Seville Road • PO Box 1009 • Wadsworth, Ohio 44282 Phone 330-335-1541 • Fax 330-334-0419 • Web Site: www.rohrer.com • E-mail: info@rohrer.com