



1781 HWY US 231 SOUTH
P.O. BOX 690
JASPER, IN 47547-0690

PHONE: 812-482-5753
FAX: 812-634-8011

CREDIT APPLICATION AND AGREEMENT

This Credit Application Is Being Submitted By:

1. Name: _____ Accounts Payable Contact: _____
Additional Name: _____ Line of Credit Desired \$ _____
_____ Line of Credit Approved \$ _____
Address: _____ Phone _____
_____ Social Security No.: _____
Billing Address: _____ Date of Birth: _____
_____ Employer I.D. No.: _____
Nature of Business: _____ Taxable () Non Taxable ()
_____ (If non taxable, please fill in Indiana sales tax exemption
certification on reverse side.)
PO Required Yes _____ No _____

Check the appropriate lines for service:

Location: _____ Jasper _____ Evansville _____ Bloomington _____ Louisville _____ Parts _____ Service _____ Rental _____ Lease
Corporation () Partnership () Proprietorship () Limited Partnership () LLC ()
Other () Explain: _____

Date Business Established: _____

If incorporated, State in which incorporated: _____ Year: _____

2. BANK REFERENCES:

Bank: _____ Branch: _____
Address: _____
Loan Officer: _____ Phone _____
Bank Credit Line: _____ Secured? Yes _____ No _____
Personal Guaranty: Yes _____ No _____ Explain: _____
Checking () Account Number _____
Savings () Account Number _____
Loan () Account Number _____

3. TRADE REFERENCES:

A. Name: _____ Phone: _____
Address: _____ Credit Mgr.: _____
Annual Purchases: _____ Credit Line: _____
Balance Currently Owed: _____ Secured? _____
Explain: _____

B. Name: _____ Phone: _____
Address: _____ Credit Mgr.: _____
Annual Purchases: _____ Credit Line: _____
Balance Currently Owed: _____ Secured? _____
Explain: _____

4. The following are authorized to charge on this account on behalf of applicant: _____

See backside for additional terms and conditions.

TERMS AND CONDITIONS

5. It is agreed that the applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by Sternberg. In the event such payment is not timely made, the applicant agrees to pay on all delinquent invoices interest at the rate set forth in the various invoices or one and one-half percent (1.5%) per percent (18%) per annum), whichever is greater, together with court costs, attorney's fees of not less than twenty five percent (25%) of the unpaid amount of principal and interest and costs of collection which Sternberg may incur in enforcing the terms and conditions of this agreement, all without relief from valuation and appraisal laws. If legal action becomes necessary, the applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, affect and all other respect by the laws of the State of Indiana. Applicant agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall be in Jasper, Dubois County, Indiana.
6. Applicant further agrees that the line of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved.
7. Applicant authorizes Sternberg to investigate applicant's credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning applicant's credit standing, financial circumstances and responsibility to release such information to Sternberg, its agents, attorneys or employees. The applicant understands that all merchandise purchased from Sternberg is subject to all terms and conditions contained in this Credit Application and Agreement and all other terms and conditions contained on any of Sternberg's invoices.

Date: _____

Note: Incomplete or unsigned applications
will not be processed.

Name of Applicant _____

By: _____

Title: _____

Unconditional Guaranty

In consideration of the extension of credit to _____
("Debtor") by Sternberg ("Creditor"), and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally (if applicable), guarantee the full and prompt payment when due, whether by acceleration or otherwise of all past, present and future indebtedness, obligations and liabilities of the Debtor to the Creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest and attorney's fees ("Obligations").

The undersigned waives acceptance of the guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by the Debtor. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the Obligations, including, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligations.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against the Debtor that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of secured party against the Debtor or any security which secured party now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing guaranty of payment, and shall enure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail. Termination of the guaranty by the undersigned shall not effect any of the guarantors' obligations hereunder with respect to indebtedness incurred prior to the termination.

No delay on the part of the Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs and beneficiaries of the undersigned. The undersigned agrees that in the event legal action becomes necessary, jurisdiction and preferred venue be remain in Jasper, Dubois County, Indiana.

IN WITNESS WHEREOF, this document is executed on the _____ day of _____, 20____.

Guarantor

Guarantor

Residence Address

Residence Address