



CREDIT APPLICATION

Ohio – COL – CTH – CWS – CZV – CLE – CLC – CLY

Legal Business Name: _____

Trade Names (DBA): _____

Address: _____

City / State / Zip: _____

County: _____ Business Telephone #: _____

Shipping Address: _____

Shipping City / State / Zip: _____

Principal Name (1): _____ Social Security Number: _____

Principal Name (2): _____ Social Security Number: _____

Type of Business: Sole Proprietorship Partnership Corporation LLC

Purchase Type: Residential Commercial Both

Date Established: ___/___/___ Federal Tax ID Number: _____

Will your purchases be tax exempt? Y N If "Y" attach Blanket Exemption Certificate

(In the event that a specific purchase is tax exempt, the applicant must provide a Unit Exemption Certificate at the time of purchase)

Accounts Payable Contact Name: _____ Email Address: _____

Accounts Payable Telephone Number: _____ Fax Number: _____

Invoice and Statement Delivery: US Mail Email: _____

Line of Credit Requested: \$ _____ **Credit lines of \$10k or more will require a current income statement / balance sheet with the customer application.**

Prior Year Sales: \$ _____

OFFICE USE ONLY

Application Status: Approved Denied Credit Limit: \$ _____

Account #: _____ Parent Account #: _____ Terms: _____

Dealer Brand: _____ EPA DL PG FS B/S

Salesperson: Sales (1) _____ Sales (2) _____ Pricing: _____

Date WLS Sent: _____ CIN _____ NKY _____

ACCOUNT AGREEMENT

The "Customer", that is the entity applying to THE HABEGGER CORPORATION ("The Habegger Corporation") for the right to make commercial credit purchases on an open account basis, warrants that the information provided on this credit application is true and accurate. The Customer hereby agrees that if credit is, or has been extended, all purchases made from The Habegger Corporation are subject to the following terms and conditions:

1) To assist The Habegger Corporation in making any credit decision, at any time, the Customer's main principals and Guarantor(s) authorize The Habegger Corporation to, from time to time, to inquire and obtain from any bank, lending institution, credit reporting agency, and/or other reference, whether or not listed in the attached credit application, any and all information relating to the Customer's credit worthiness or financial condition and/or the Customer's principals' credit worthiness or financial condition and/or the Guarantor(s) personal credit worthiness or financial condition. The Customer also authorizes The Habegger Corporation and its designees to file a UCC-1 financing statement to maintain a first priority security interest in equipment, inventory, and all other assets of the business tangible or intangible. The Customer understands that The Habegger Corporation may report the Customer's performance under the terms of this Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which The Habegger Corporation has the right to lien. The Customer agrees to release, indemnify, defend and hold harmless The Habegger Corporation and its employees, agents, and designees for any and all liability or claims resulting from the periodic credit inquiry or reporting efforts.

2) Unless otherwise agreed to in writing, the terms on the Customer's account is 1% 10th, Net 30th (the Customer may take a 1% discount on an invoice(s) paid by the 10th day of the following month for which it was billed, unless the customer's account is past due); otherwise payment is due on the last day of the following month for which it was billed. The Habegger Corporation is not a lending institution, this is not a revolving account. If payment is not made on an invoice(s) by the last day of the following month for which it was billed, the Customer's account will be deemed past due, and is subject to a service charge on past due amounts at the Annual Percentage Rate of 18% (1.5% per month), or at the highest rate as allowed by law, which shall accrue from the due date of the invoice until paid. The Customer understands should a service charge be imposed, it does not authorize payment to be made in installments or in any other manner than provided herein. In the event a Customer's check is returned by their bank as "unpaid", The Habegger Corporation, reserves the right to assess a \$50.00 returned check fee per check returned. The Habegger Corporation, reserves the right to hire an attorney or collection agency to assist in the recovery of any unpaid balance owed by the Customer. Any attorney's fees, collection agency fees, collection costs, expenses and court costs, including but not limited to, post-judgment attorney's fees and costs, whether or not the "suit" is initiated by The Habegger Corporation will be paid by the Customer. The validity, effect, and interpretation and performance of this "Account Agreement" shall be governed by the laws and statutes of the State of Ohio.

3) In the event that a Customer's purchase(s) falls under the scope of the State of Ohio's Construction / Mechanical Lien Laws, The Habegger Corporation, reserves the right to protect its lien rights to ensure that payment is received within the prescribed time frame of the "last furnishing" for a specific job/order. This should not be construed as a derogatory action, such action not only protects The Habegger Corporation but in effect protects the Customer.

4) The Habegger Corporation reserves the right, at any time, to suspend credit, change the terms and conditions of the account agreement, or demand adequate security from the Customer when, in The Habegger Corporation's sole opinion, the Customer's financial condition so warrants. (Should an invoice(s) on the Customer's account exceed 60 days delinquent, The Habegger Corporation reserves the right to place the Customer's account on "credit hold" at which time all future purchases must be made in cash (COD).) In the event any billing is not paid when due, payment thereafter, regardless of prior terms and conditions, will become immediately due. Acceptance by The Habegger Corporation of less than full payment shall not be construed as a waiver of The Habegger Corporation's rights hereunder or state law. Payment(s) received or credits authorized by The Habegger Corporation may be applied to such portions of the Customer's unpaid account as The Habegger Corporation deems appropriate. The Customer agrees that any line of credit desired or approved is not a limitation of liability, and the Customer further agrees that it will be responsible for valid charges / debits in excess of the Customer's line of credit whether desired or approved.

5) In the event of a Warranty return, the Customer agrees not to withhold payment for any invoice pending a warranty credit(s). All warranty returns must be accompanied by a Service Credit Application (SCA). Upon receipt, The Habegger Corporation will process and/or monitor the warranty process and notify the customer as to the warranty credit.

6) The Customer agrees to notify The Habegger Corporation, in writing, thirty (30) days prior to any change in the ownership or business structure of the Customer entity and further agrees to be jointly and severally liable for all purchases by the new business structure/entity/owner should said notification not be given. Upon notification of the change in ownership or business structure The Habegger Corporation may, on demand, regardless of the terms herein or on any invoice(s), require all outstanding account balances be paid in full. The Habegger Corporation may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owner's credit, the approval of which shall be at The Habegger Corporation's sole discretion.

7) This Account Agreement supersedes and replaces all prior written and oral agreements, representations, and understandings between The Habegger Corporation and the Customer. In the event of any conflict between the language of this Account Agreement and the language of an invoice / statement, the language of the Account Agreement shall control. No terms or conditions of the Customer's purchase orders different from the terms of the Account Agreement will become part of any agreement between the parties unless specifically approved, in writing, by the Habegger Corporation. This Account Agreement will be governed by the laws of the state of OHIO.

8) If a Customer's application for commercial credit is denied, the Customer has the right to a written statement of the specific reason(s) for the denial. To obtain this statement, please contact The Habegger Corporation's assigned Credit Manager within 60 Days from the date the Customer is notified by The Habegger Corporation of its decision. In return, the Customer will be sent a written statement of reason(s) for denial within 30 days. The Federal Equal Credit Opportunity Act prohibits a creditor from discriminating against the credit applicants race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract) or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers complaints with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.

REFERENCE INFORMATION

Bank / Lending Institution

Bank Name: _____ Branch Location: _____

Bank Address: _____ City / State / Zip: _____

Account Number: _____ Phone Number: _____

Lending Officer: _____ Fax Number: _____

Trade References

Company Name: _____ Contact: _____

Account No.: _____ Phone: _____ Fax: _____

Company Name: _____ Contact: _____

Account No.: _____ Phone: _____ Fax: _____

Company Name: _____ Contact: _____

Account No.: _____ Phone: _____ Fax: _____

Has the customer or any other owner or officer ever done business with The Habegger Corporation?

____ Yes ____ No If yes, when? _____

Under what names? _____

In the past 7 years has the customer, other owner or officer declared personal or business bankruptcy or otherwise sought protection from a U.S. Bankruptcy Court? ____ Yes ____ No

If yes, state when and where: _____

Disclosures / Authorizations

Customer's Signature and Authorization for Disclosure of Business Credit Information: The Customer authorizes the release of credit information to The Habegger Corporation or its designee from any source, including credit reporting agencies, banks, lending institutions and trade references listed herein. The applicant has read and understands the "Account Agreement" on page 2 of the credit application. The customer's signature represents that all information contained in this credit application is true, correct, and complete and has been provided for the purpose of obtaining a credit account from The Habegger Corporation. The person(s) executing this agreement has been authority to bind the customer to enter into the credit application terms and conditions.

Signature (1): _____ Date: _____

Print Name: _____ Title: _____

Signature (2): _____ Date: _____

Print Name: _____ Title: _____

INDIVIDUAL PERSONAL GUARANTY

The personal guarantee is made by the undersigned to The Habegger Corporation in order to induce The Habegger Corporation to extend credit for the sale of goods or materials to the customer.

I / We hereby absolutely and personally guarantee to The Habegger Corporation the prompt and full payment of all amounts, obligations, and indebtedness due The Habegger Corporation from the customer. This Personal Guarantee extends to, and guaranties prompt and full payment of all service charges, interest, expenses, collection costs, collection agency fees, attorney's fees, and post-judgment costs and attorney's fees incurred by The Habegger Corporation by reason of default by the customer and/or its guarantor(s). This Personal Guarantee is a continuing, primary, and unconditional personal obligation and covers all existing and future obligations and indebtedness of the customer to The Habegger Corporation. I / We hereby waive notice of default, non-payment and notice thereof. I / We consent, and therefore this Personal Guarantee applies, to any modification or renewal of customer's agreement with The Habegger Corporation hereby guaranteed. If more than one person signs below, each signor is a Guarantor hereunder and agrees to be jointly and severally liable herein. The release of one Guarantor's liability will not affect the liability of another Guarantor. This Personal Guarantee may be executed in counterparts each of which will constitute one and the same instrument; a faxed or photocopied Personal Guarantee shall be as valid as the original. This Personal Guarantee remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of the Customer. This Personal Guarantee shall be binding on my / our heirs, executors, representatives and designees. I / We waive any rights I / we may have to require The Habegger Corporation to proceed against the customer or pursue any other legal remedy prior to enforcing this Personal Guarantee. I / We warrant that the waivers above are made with my / our full knowledge and careful consideration and are reasonable and not contrary to public law or policy. The validity, effect, interpretation and performance of this Personal Guarantee shall be governed by the laws of the State of Ohio and covers all amounts owed to The Habegger Corporation now and in the future, or until such time this agreement is terminated. This shall be a "continuing" guarantee. Diligence, Demand, or Protest of kind is waived. It shall remain in full force until the guarantor delivers to The Habegger Corporation written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of the guarantor(s) obligations hereunder with respect to indebtedness heretofore incurred.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual(s) who is principal proprietor, partner, or guarantor of the entity applying for business credit, and therefore desirous of a business relationship with The Habegger Corporation, 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 The Habegger Corporation as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

IN WITNESS WHEREOF, I / We have signed this Personal Guarantee on this _____ day of _____ 20_____.

Guarantor (1) Name: _____ Guarantor (1) Social Security Number: _____

Guarantor (1) Signature: _____ Date: _____

Guarantor (2) Name: _____ Guarantor (2) Social Security Number: _____

Guarantor (2) Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Witness Name: _____ Relationship to Guarantor(s): _____

PERMISSIBLE USE OF ACCOUNT

The company hereby authorizes the following representatives to make purchases on the company's behalf:

_____	_____
_____	_____
_____	_____

Are the authorized purchasers on this account permitted personal use on this account?

___ Yes ___ No

ACCOUNT SET UP

Print price on order(s)	___ Yes	___ No
Print terms on invoice(s)	___ Yes	___ No
Purchase order required on order(s)	___ Yes	___ No
Print terms on statement(s)	___ Yes	___ No
Will there be more than one account?	___ Yes*	___ No

*If "Yes":

___ Summary Statement (all invoices for all account numbers generate on one statement)

___ Multiple Statements (each account number will generate a statement)

REQUIRED DOCUMENTATION

- Copy of Driver's License / State ID Card for any party that signed the credit application or personal guarantee.
- Copy of EPA certificates
- If applying for a line of credit of \$10k or more, attach current income statement and balance sheet.
- Blanket Tax Exemption Certificate claiming sales tax exemption.

In the event that the customer has any questions regarding the application process, the status of their application, or questions regarding their account (once approved), please direct those questions / inquiries to:

Timothy H. Barr
Regional Credit Manager
Columbus / Central Ohio
Cleveland / Northeastern Ohio
timbarr@habeggercorp.com