

Credit Application

Source North America Corporation

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Company ("Customer") Information

Legal Entity Business Name: _____

Type of Entity and State of Formation: Corporation: ☐ LLC: ☐ Partnership: ☐ Proprietorship: ☐ State: _____

Address: _____ For Past _____ Years
(Street) (City) (State) (Zip)

Shipping Address: _____
(Street) (City) (State) (Zip)

Business Phone: _____ Business Fax: _____ Business Email: _____

D/B/A: _____ Federal Tax I.D. Number: _____

Prior Business Address (if applicable): _____

Type of Business: _____ NAICS Code: _____ Date Established: _____

Entity responsible for payment of invoices if other than Customer and address: _____

Does State, County or City require a License? Yes ☐ No ☐ If Yes, License Number(s): _____

If closely held corporation, partnership or LLC, list names and addresses of Principals (owners with >5% equity interest):

Principal: _____

Principal: _____

Principal: _____

Line of Credit Requested \$ _____ Projected Annual Petroleum Equipment Purchases \$ _____

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Contact Email:	Contact Email:	Contact Email:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Bank References

Institution Name:	Institution Name:	Institution Name:
Account Type & Number:	Account Type & Number:	Account Type & Number:
Address:	Address:	Address:
Phone:	Phone:	Phone:

I hereby authorize the above listed Trade & Bank references to release information requested for the purpose of obtaining and/or reviewing my company's credit from time to time.

(Signature)

(Name)

(Date)

Current sales tax exemption certificates must be maintained for all states in which customer wishes to receive an exemption.

Any changes to Customer entity structure or ownership information must be reported within thirty (30) days to Seller via Certified Mail or confirmed email.

Account Contact & Authorized Signatory: _____

(Name)

(Title)

(Signature)

(Phone)

(Email)

CONDITIONS FOR EXTENSION OF CREDIT

As a material inducement for Source North America Corporation's ("Seller") extension of credit to Customer, Customer and any individuals identified on page one, agree as follows:

1. The undersigned shall submit a financial statement. Any misrepresentation in this application will be considered evidence of material breach. Customer consents to Seller conducting such credit checks of Customer and any individuals identified on page one as Seller deems necessary to make a credit decision on this application. Customer shall notify seller of any material change in its financial condition, ability to pay, ownership, business information, or the beginning of any bankruptcy proceedings.
2. Customer authorizes Seller, its employees, agents, attorneys, and assigns to contact Customer by telephone (whether land line or cellular phone) at any phone number that Customer uses, whether or not such number is listed below, by using an automatic telephone dialing system as defined by 47 U.S.C. §227 and implementing FCC regulations for purposes of administering any extensions of credit granted by Seller pursuant to this credit application. This consent extends to third parties engaged by Seller to collect balances due.
3. The undersigned individual who is principal, proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with Seller, 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 Seller as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.
4. The Guaranty of Payment attached shall be executed by one or more guarantors satisfactory to Seller. Customer and Guarantor(s) authorize Seller and its agents (including any collection agency hired by Seller) to obtain credit reports on each of them as part of the credit application and collection process and they consent to the means of contacting them authorized by paragraph 2 immediately above.
5. The then current Terms and Conditions of Sale listed at www.sourcena.com/terms are incorporated by reference and shall apply to all sales of goods and ancillary services, including finance charges, by Seller to Customer. The Terms and Conditions of Sale supersede any terms of sale contained on any purchase order delivered by Customer. In the event the Terms and Conditions of Sale attached to this Credit Application differ from the Terms and Conditions of Sale published on Seller's website, www.sourcena.com/terms on the date Seller accepts Customer's purchase order, the Terms and Conditions of Sale posted on Seller's website as of the date of such purchase order shall supersede the Terms and Conditions of Sale attached to this credit application as well as any contrary terms of sale in the purchase order. Acceptance of Seller's then current Terms and Conditions of

_____ Initial

Sale are a material inducement by the Customer for the sale of goods and extension of credit by Seller. Any Terms and Conditions of Purchase Order issued by customer are rejected entirely by Seller and acceptance of any Customer Purchase Order with Terms and Conditions is solely for the Parties' convenience and not binding on Seller in any way. Customer waives any and all retainage, offset, or withholding as a material inducement to Seller for the extension of Credit.

6. Customer agrees to be solely responsible and indemnify Seller for any flow through end user requirements, contractual, or governmental contractual provisions, laws, or requirements and represents that any of the aforementioned terms are solely binding on Customer as a material inducement for the extension of credit.
7. Seller may, in its sole discretion, impose an inactivity requirement or fee against any credit balance presumed abandoned by applicant. An account is presumed abandoned if there is no activity for 2 years.
8. Customer represents, warrants and acknowledges that it is not purchasing goods from Seller for the purpose of exporting the same to any buyer in any nation with which the United States of America prohibits trade or imposes export restrictions. Such nations include, but are not limited to: Cuba, Iran, The Republic of Korea (North Korea) or any other nation appearing from time to time on the Export Control list published by the United States Departments of State and Commerce. Customer represents and warrants that it is not purchasing goods at wholesale with intent of reselling said goods at retail in these nations. Nothing contained in this Section 5 shall be construed as prohibiting a construction contractor from purchasing the goods to fulfill the terms of a contract to which it is a contractor or sub-contractor. In such event, Seller shall not be deemed a sub-contractor but a supplier only; with the lien rights of a supplier. If the goods are to be installed by Customer in fulfillment of a construction contract or sub-contract, Customer shall furnish the following additional information on separate attachments: (a) name of property owner; (b) address and legal description of property; (c) name of general contractor if different than Customer; (d) name of first tier sub-contractor if Customer is a second, or lower, tier sub-contractor.
9. In the event Customer is a general or sub-contractor and goods are intended to be delivered, installed and title transferred to an end user, Customer represents warrants and acknowledges that it shall furnish a copy of the Terms and Conditions of Sale (including warranties and limitations) to the end user.
10. Customer shall be responsible for and pay all service charges at a rate of 1-1/2 per month [eighteen percent (18%) per annum] or the maximum amount allowable by law. Initial _____
11. In any action to collect money due the prevailing party shall be entitled to its cost of suit, including its reasonable attorney's fees as determined by the court having jurisdiction over the dispute.
12. The individual signing this application represents and warrants that he/she has full legal authority to apply for credit with Seller and to bind Customer to these credit terms and the Terms and Conditions of Sale.
13. The terms contained in this credit application, including the Terms and Conditions of Sale, may only be altered or waived by Seller in writing executed by Seller's President or COO.

(Signature)

(Printed Name)

(Date)

(Title)

Source North America Corporation does not discriminate against credit applicants based on 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.

GUARANTY OF PAYMENT

In consideration for the extension of credit on open account terms (the "Guaranteed Obligations") by Source North America Corporation, ("Seller") to _____ ("Customer") with respect to the sale of goods and services, the undersigned Guarantor(s) jointly and severally, unconditionally, and absolutely guaranty to Seller the due and prompt payment and performance of all of Customer's obligations to Seller arising from sales of goods and services to Customer by Seller whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, now existing or hereafter incurred, created or arising.

Seller shall have the right to seek recourse against Guarantor(s) to the full extent provided for in this Guaranty and against Customers to the full extent of Customer's obligations to Seller. No election to proceed in one form of action or proceeding, or against any Person, or on any obligation, shall constitute a waiver of Seller's right to proceed in any other form of action or proceeding or against any other Person unless Seller has expressly waived such right in writing. Specifically, and without limiting the generality of the foregoing, no action or proceeding by Seller against Customer shall serve to diminish the liability of Guarantor(s).

This Guaranty is a primary, immediate, original, and joint and several obligation of Guarantor(s). It is an absolute, unconditional, continuing, and irrevocable guaranty of payment of the Guaranteed Obligations and not of collectability only; is not contingent upon the exercise or enforcement by Seller of whatever rights or remedies Seller may have against Customer or others, or the enforcement of any Lien or realization upon any Collateral or other security that Seller may at any time possess; and shall remain in full force and effect without regard to future changes in conditions, including change of law or any invalidity or unenforceability of any of the Customer's obligations to Seller.

Guarantors' payment of the Guaranteed Obligations shall be without setoff or other deductions, irrespective of any counterclaim, defense or other claim that Customer or Guarantor may have or assert at any time. If for any reason Customer: (a) has no legal existence; (b) is under no legal obligation to discharge any of its obligations to Seller; (c) by reason of its insolvency, bankruptcy, reorganization or by other operation of law is relieved of its obligations to Seller, this Guaranty shall nevertheless be binding on Guarantor(s) to the same extent as if Guarantor(s) had at all times been the principle obligor on all such obligations.

The books and records of Seller showing the account between Seller and Customer shall be admissible in evidence in any action or proceeding against or involving Guarantor(s) as prima facie proof of the items therein set forth, and the monthly statements of Seller rendered to Customer, to the extent no written objection thereto is made within 30 days from the date of sending thereof to Customers, shall be deemed conclusively correct and shall constitute an account stated among Seller and Customer and shall be binding on Guarantor(s). Seller may also collect any reasonable fees and interest incurred in the collection of post-due accounts from Customer and/or Guarantor(s).

As a material inducement to Seller, the undersigned Guarantor(s) expressly consent to Seller, its employees, agents (including third party collection agencies), attorneys and assigns to contact Guarantors by telephone (whether land line or cellular phone) at any phone number that Guarantor uses, whether or not such number is listed below, by using an automatic telephone dialing system as defined by 47 U.S.C. 227 and implementing FCC regulations for purposes of administering any extensions of credit granted by Seller pursuant to this credit application, including communications for the purpose of collecting balances due.

Guarantor Name	Guarantor SSN	Cell Phone Number	Guarantor Signature