

**CONTINENTAL INDUSTRIES, INC. ("Creditor")  
ACCOUNT INFORMATION & AGREEMENT**

Legal Name _____ (referred to as "Customer, even if not incorporated)	Date _____
If a Corporation or a Limited Liability Company, or Limited Liability Partnership, State of Domicile _____	Phone _____ FAX _____
Mailing Address _____	_____ Corporation _____ Proprietorship _____ Partnership
City _____	Parent Company _____
State _____ Zip _____	Address _____
Shipping Address _____	City _____
City _____	State _____ Zip _____
State _____ Zip _____	

COMPLETE THE FOLLOWING INFORMATION FOR ALL CORPORATE OFFICERS, PARTNERS, OR AN INDIVIDUAL PROPRIETOR

Name and Title _____	Name and Title _____
Home Address _____	Home Address _____
City/State/Zip _____	City/State/Zip _____
Home Phone _____	Home Phone _____
EIN / Employer Id Number _____	EIN / Employer Id Number _____

  

In Business Since _____	Date of Formation/Incorporation _____
Amount of Credit Desired _____	Monthly Requirements _____
Line of Business _____	Products which will be Purchased _____
State Tax Exemption Number _____ (Please Attach Form)	

CREDITOR'S POLICY REQUIRES CUSTOMER TO PROVIDE CREDITOR WITH A COPY OF ITS MOST RECENT AUDITED/CERTIFIED/PREPARED FINANCIAL STATEMENT (PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, CONSISTENTLY APPLIED ACCORDING TO THE PREVIOUS PRACTICES OF THE CUSTOMER) WITH THE APPLICATION. BY SUBMITTING THIS AGREEMENT, AND BY ACCEPTING CREDIT, CUSTOMER AGREES TO SUBMIT SUCH OTHER ADDITIONAL FINANCIAL INFORMATION TO CREDITOR, AS CREDITOR REQUESTS, FROM TIME TO TIME. ALL INFORMATION FURNISHED IS FOR THE USE OF THE CREDIT DEPARTMENT. THE UNDERSIGNED AND THE CUSTOMER EACH REPRESENTS AND WARRANTS THAT ALL SUCH FINANCIAL INFORMATION IS TRUE, CORRECT, COMPLETE, AND ACCURATE IN ALL RESPECTS.

**|| READ, COMPLETE AND SIGN THE REVERSE SIDE, WHICH IS INCORPORATED BY REFERENCE ||**  
**BANK REFERENCES**

Name of Primary Bank _____	Officer _____
Mailing Address _____	Account Number(s) _____
City _____	Amount of Debt with Primary Bank _____
State _____ Zip _____	Phone Number _____ FAX _____

Identify all persons and entities (including, governmental and private entities) to whom the Customer owes money and all persons and entities holding liens or security interests for debt (Or Contingent Debt) of \$ \_\_\_\_\_ or more in Customer property:

Name of Creditor and/or Lienholder (List from Largest to Smallest)	Amount of Debt	Amount of Secured Debt
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total Amount of Debt Owed by Customer to Others, including, but not limited to, Banks, Finance Companies, Trade Creditors, and any Governmental Entity	\$ _____	\$ _____

**TRADE REFERENCES  
COMPLETE ADDRESS MUST BE FURNISHED**

Name _____	Name _____
Mailing Address _____	Mailing Address _____
City _____ State _____	City _____ State _____
Zip _____ Phone Number _____	Zip _____ Phone Number _____
FAX _____	FAX _____
Name _____	Name _____
Mailing Address _____	Mailing Address _____
City _____ State _____	City _____ State _____
Zip _____ Phone Number _____	Zip _____ Phone Number _____
FAX _____	FAX _____

The undersigned Customer, and the undersigned individual, in such individual's personal capacity, represent(s), warrant (s), and affirm (s), under the penalties for perjury, that the information, financial information, and financial statements provided above, and to be provided, is and will be true, correct, accurate, and complete in all respects.

Additionally, should Creditor extend credit to the undersigned, the undersigned(s) agree(s) to the following terms and conditions:

1. All invoices will be promptly paid when due;
2. Any invoices not paid when due will be subject to a finance charge of 1 1/2% per month, not to exceed the maximum rate permitted by law;
3. In the event of any default, or if a dispute, litigation, or proceeding arises at any time involving Customer and Creditor before or after receipt of payment from Customer concerning any matter arising out of the business relationship between Creditor and Customer, or any other matter not related to that relationship, or to those transactions, and regardless of whether it is concerning acts or omissions of Creditor or Customer, including, but not limited to, tort claims, breach of contract claims or other legal or equitable claims, the undersigned Customer shall be responsible for paying all costs thereof, and expenses thereof, including actual attorney's and paralegal's fees and costs of Creditor, regardless of whether or not litigation is commenced, to the extent Creditor prevails on any issue, or is required to defend as a result of Customer's acts or omissions, or to the extent that Customer (or anyone, on behalf of, or through Customer) withdraws, loses or fails to pursue any issue;
4. Customer agrees that this application and Agreement shall be governed and construed under Indiana law and that venue of any action to enforce any provisions of this Agreement, and any and all other litigation or proceedings between Customer and Creditor, shall only be brought in Elkhart County, State of Indiana, and Customer and the undersigned each "waives any jury trial";
5. The undersigned(s) hereby authorize(s) any bank or other grantor of credit and any Lienholder to provide Creditor any information regarding the character, reputation, financial responsibility and indebtedness of the undersigned(s);
6. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Manager, at the Creditor, within sixty (60) days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within thirty (30) days of receiving a request for this statement;
7. This Agreement shall be deemed to be incorporated into all present and future agreements between the parties unless those agreements expressly state, in writing, that it is not;
8. If Creditor waives any provision of this Agreement, that waiver shall be deemed to be a waiver only for that particular instance and not be deemed to be a multiple or perpetual waiver of such provision. All amendments to this Agreement must be in writing signed by Creditor;

9. If Customer has, or believes, suspects, knows or should have known that (1) it has, or may have, a claim, setoff right, or counterclaim, against Creditor or (2) it has, or may have, a right to an adjustment on any account with Creditor, Customer must submit written notice of the same to Creditor, by certified mail, return receipt requested, within thirty (30) days of when it knew or should have known about such claim, setoff right, counterclaim, or adjustment, and must commence legal action against Creditor regarding the same within ninety (90) days thereafter; otherwise Customer and all successors and assigns of Customer agree that it and they shall have waived the same, and shall be barred from bringing, pursuing or asserting the same in any proceeding involving Creditor and/or Customer. Customer agrees to indemnify and hold Creditor harmless from the same;
10. Creditor reserves, and Customer grants, a security interest in all inventory and products sold and/or consigned to Customer by Creditor, and in all accounts and proceeds arising in connection with the same, to the fullest extent of the same, and in all other inventory, equipment, and accounts of Customer, regardless of whether any of the foregoing is presently existing, or hereafter arising or acquired; and Creditor may file and deliver such documents and financing statements to all persons, entities, and governmental entities as Creditor determines appropriate in connection with the same, with or without the signature of the Customer, and Creditor may file all financing statements solely in its own name, and/or in the name of the Customer. Customer hereby authorizes Customer to act as its attorney-in-fact for such limited purpose;
11. Credit will only be extended in the discretion of Creditor. Credit may be reduced, withdrawn, not extended or terminated at any time, without prior notice to Customer;
12. If customer has 10 employees or less the undersigned individual(s) signing on behalf of the entity or firm, even if signing in a corporate or entity capacity, is/are also personally guaranteeing, in his or her individual capacity, the prompt and full payment of all amounts due and owing to the Creditor by the Customer on a continuing and unlimited basis. This personal guarantee may only be modified or terminated by a signed agreement of the Creditor. However, and only to the extent a unilateral written termination provided by a guarantor is effective under Indiana law, if notice of termination of guarantee is submitted to Creditor, the undersigned shall remain personally obligated for any credit outstanding or committed by Creditor as of the date of the receipt of the written termination. This is a guarantee and not a suretyship;
13. The undersigned is a duly authorized officer or director of the Customer with authority to bind the Customer to this Agreement;
14. This Agreement constitutes all of the agreements between the parties. No other terms, conditions, proposals, or agreements, exist between the parties. All other agreements are merged herein. Furthermore Creditor and Customer agree that no term, condition, proposal or agreement, regardless of whether oral or written, and regardless of whether contained on any invoice, purchase order or agreement delivered by Customer to Creditor, prior to, contemporaneously with or after the date of this Agreement, shall modify or amend this Agreement, unless it is in writing and specifically and expressly states that it is intended to modify or amend the "Account Information & Agreement" executed as of the date set forth below, and the same is signed by the President of Creditor. Both parties agree that no other person shall be authorized to act for Creditor in regards to this paragraph.

**NOTICE: The Federal Equal Credit Opportunity Act prohibits Creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the application 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. The federal agency that administers compliance with this law concerning this Creditor is the Federal Trade Commission, Equal Opportunity, Washington, D.C. 20580.**

IN WITNESS WHEREOF, the undersigned, individual, and entity, by its duly authorized officer, partner or agent, have/has each executed this Agreement, as of the date set forth below.

	CUSTOMER
Date _____	Legal Name of Customer _____
	Signature _____ (Owner or authorized officer, partner or agent, signing individually and in entity capacity)
	Title _____