



South Central Company  
 a GW Berkheimer Company  
 P.O. Box 367 Columbus IN 47202

BUYER'S CREDIT APPLICATION AND  
 OPEN ACCOUNT AGREEMENT  
 For the purpose of establishing open account  
 privileges the undersigned furnishes the following information  
 to South Central a GW Berkheimer Company Inc.  
 www.southcentralco.com  
 Tel: 812-376-3343  
 Fax: 812-376-0556

Office Use Only:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Firm Name: \_\_\_\_\_ Additional Trade Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Anticipated Monthly Purchase: \_\_\_\_\_  
 \_\_\_\_\_ Business Phone Number: \_\_\_\_\_  
 \_\_\_\_\_ Business Fax Number: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ Taxable: ( ) Tax Exempt: ( )  
 \_\_\_\_\_ *If tax exempt, please attach tax exempt certificate.*  
 Date Business Established: \_\_\_\_\_ Corporation: ( ) Partnership: ( ) LLC: ( )  
 If incorporated, State in which Incorporated: \_\_\_\_\_ Year: \_\_\_\_\_ Proprietorship: ( ) Limited Partnership: ( )

**Name of Owners, Partners, or Officers:**

Name:	Title:	Residence Address:	Home Phone:	Social Security #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Name of Accounts Payable Representative: \_\_\_\_\_  
 Name and Location(s) of any other businesses owned: \_\_\_\_\_

**BANKING INFORMATION:**

Name of Bank: _____	Branch: _____
Address: _____	Telephone #: _____
Savings Account # _____	Bank Representative: _____
Checking Account # _____	How is Loan Secured? _____
Loan Account # _____	Balance: _____
Monthly Payments: _____	

**PRINCIPAL SUPPLIERS:**

Name:	Address:	Phone/Fax:	Balance Owed:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Have you given any of the above a personal guaranty? \_\_\_\_\_ If so, to whom? \_\_\_\_\_  
 If Branch of Division, location of Home Office: \_\_\_\_\_  
 Building: ( ) Leasing: ( ) Buying: ( ) Monthly Payment: \_\_\_\_\_ Name of Landlord/Mortgager: \_\_\_\_\_  
 Are purchase orders required? YES ( ) NO ( )

Is the buyer currently in a Bankruptcy Proceeding, or has the buyer filed a Voluntary Bankruptcy, or had an Involuntary Insolvency Proceeding filed against it within the last 14 years? \_\_\_\_\_  
 Are you currently a party to any lawsuit, or are there any outstanding judgments against the buyer? \_\_\_\_\_  
 If the answer is yes to either, please explain on a separate sheet.

TERMS AND CONDITIONS: It is agreed the buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as may be amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-prices differential charge (service charge) of the lesser of 1 1/2% per month (18% per annum) or the maximum lawful rate on all overdue amounts and to pay all collection costs incurred by seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount or principal and accumulated service charge, all without relief from valuation and appraisal laws.

If legal action becomes necessary by either buyer or seller, the buyer agrees that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by laws of the State of Indiana.

Buyer further agrees that in the event legal action becomes necessary by either buyer or seller, jurisdiction and preferred venue shall remain in Bartholomew County, in the State of Indiana.

Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Having obtained all necessary authority, the undersigned authorizes seller and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of buyers and all owners, partners, and/or officers listed on the reverse side hereof, and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys or employees. This includes, without limitation, authorization for seller and its agents, attorneys, and employees to request, obtain, and use for all purposes which seller deems necessary, a copy of any credit bureau or consumer credit reports for the entities/persons listed herein at any time.

The buyer further grants to seller a security interest in buyer's equipment, contract rights, inventories, receivable and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer's attorney in fact to endorse and file on behalf of buyer any UCC 1 form to perfect or record the security interest.

All of the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the seller's invoices.

\_\_\_\_\_  
Buyer's Signature Title Date

UNCONDITIONAL GUARANTY: In consideration of the extension of credit to \_\_\_\_\_ ("debtor") by \_\_\_\_\_ ("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, or renewals of the Obligations or change of the rate of interest there from and any notices, the acceptance of any partial payments or the release of transfer of any collateral for the payment of the Obligation.

The undersigned also waives 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.

Guarantor and Co-Guarantor, if applicable, authorizes creditor to investigate Guarantor's and Co-Guarantor's personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor's or Co-Guarantor's credit standing, financial circumstances and responsibility to release such information to creditor, its agents attorneys or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain, and use for all purposes which creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

This guaranty is a continuing guaranty of payment, and shall inure 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 guarantor's 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 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 guaranty.

This guaranty shall inure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, jurisdiction and preferred venue shall remain in Bartholomew County, State of Indiana.

In Witness Whereof, this document is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Guarantor (Personal Signature Only)

\_\_\_\_\_  
Co-Guarantor (Personal Signature Only)