

PROSOURCE

200 INDUSTRIAL DRIVE
GREENVILLE, SC 29607
864-232-2545 (OFFICE) / 864-232-2707 (FAX)

Credit Application

Date _____

Business Name _____

Street Address _____

City _____ State _____ Zip _____

Business Phone _____ Business Fax _____

Years in Business _____ Drivers Lic. # _____

Soc. Sec. # _____ FEIN _____

Type of Business _____ Credit Requested _____

Proprietorship _____ Partnership _____ Corporation _____ LLC _____

Principal Owner(s) or Officer(s)

Name, Title	Resident Address	E-Mail	Phone
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Were any of the principals in business before? _____

If so, give the name of the business and the reason for discontinuing: _____

Work from	Home	Shop	Number of
_____	_____	_____	Employees
_____	_____	_____	_____

Are purchase orders issued? _____ If yes, issued by whom? _____

Is the company tax exempt? _____ Job name required? _____

Real Estate

	Owned	Value	Titled In Name Of	Balance Owed	Mortgage Co.
Home	<hr/>				
Business	<hr/>				
Other	<hr/>				

References, Suppliers (3 required)

Name	Address	City, State, Zip	Phone
<hr/>			
<hr/>			
<hr/>			

Name of Bank	Address	City, State, Zip	Account Number
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By signing this commercial credit application, the applicant (also sometimes referred to hereinafter as “Purchaser”) agrees that the terms and conditions of sale and delivery stated herein shall apply to all sales of goods (“Products”) by ProSource, LLC (“Company”) to Purchaser regardless of the terms and conditions of any purchase order submitted by Purchaser whether Purchaser’s proposed terms be additional to or different from the terms and conditions stated herein. Purchaser agrees that all purchase orders submitted by it shall be deemed to incorporate these terms and conditions by reference, and Company’s acceptance of any such purchase order, whether by shipment of goods, by purchase order acknowledgement, or otherwise, is expressly conditioned on the incorporation of these terms and conditions to Purchaser’s purchase order.

1. Acceptance. All orders received by Company are subject to final acceptance or confirmation by Company, and no terms, including price or orders, are binding upon Company until so accepted.
2. Deliveries. Purchaser will be responsible for pick-up and shipment to its job site or place of business unless the order is accepted by the Company to be delivered to Purchaser’s job site or place of business. All deliveries are complete when the Products are made available for pick-up at Company’s warehouse loading dock. All risk of loss to Products sold shall pass to the Purchaser upon tender by Company of the Products to Purchaser’s representative, including any carrier engage by Purchaser. Delivery is conditional on the timely receipt by Company of documents necessary for the completion of the order, including a down payment, if required, and

Purchaser's compliance with these terms and conditions. Delivery schedules represent Company estimates only, and partial deliveries are permissible. Company will use reasonable efforts to meet delivery schedules. Company will not be liable for any delay in the performance of order or contract, or in the delivery or shipment of Products, or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Company. Company may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amount owed, adequate to Company in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Company to cancel any sales contract with Purchaser without further liability or obligation to Purchaser.

3. Prices. Unless otherwise specified, prices do not include shipping, insurance, or related charges, all of which shall be Purchaser's sole responsibility. Prices do not include installation, training, or set-up fees; nor do they include sales, use excise, privilege, or any similar tax levied by any government, and any such applicable tax shall be paid by Purchaser. Purchaser shall upon the request of Company provide Company a tax exemption certificate acceptable to the appropriate taxing authorities.
4. Terms of Payment. Unless otherwise agreed, the purchase prices shall be paid in full by Purchaser by the twenty-fifth (25th) day of the month immediately following the date Products are shipped from Company's warehouse. Payments received by Company prior to the tenth (10th) day of that month receive a two percent (2%) discount. Extension of credit may be changed or withdrawn by Company at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1 ½%) per month of any overdue unpaid balance (accrued interest will be added to the previous month's unpaid balance), or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Company for the costs of collection, including reasonable attorneys' fees, of any overdue amount owed by Purchaser to Company, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Company in satisfaction of any claims asserted by Purchaser against Company.
5. Returned Goods and Claims. Purchaser must give written notice to Company of any claim by it immediately but in no event later than ten (10) days after delivery based upon the condition, quantity, or grade of the Products sold or of any claimed unconformity with Purchaser's specifications, which notice must state the basis of Purchaser's claim in detail. Purchaser's failure for any reason to give such notice shall constitute irrevocable acceptance by Purchaser to the Products delivered and shall bind Purchaser to pay Company the full price of such Products.
6. Cancellation/Changes. An order once placed with and accepted by Company can be cancelled or changed by Purchaser only with the written consent of

Company and upon terms that will indemnify Company against any loss. Mathematical or clerical errors may be corrected by Company.

7. Limited Warranty. NO CLAIMS FOR DAMAGES, DEFECTS, SHORTAGES, OR FOR ANY OTHER CAUSE WILL BE HONORED UNLESS MADE IN WRITING AND RECEIVED BY SELLER AT THE ORIGINATING BRANCH WITHIN THIRTY (30) DAYS AFTER THE LATER OF THE DATE OF DELIVERY OF THE PRODUCTS TO THE PURCHASER OR THE DATE OF OCCURRENCE. If the Products sold by Company are damaged or defective, regardless of whether the manufacturer acknowledges responsibility under its warranty or otherwise, Company shall have no responsibility of any kind for any damages, other than to: (1) replace the damaged or defective goods from its inventory, if available; or (2) allow a credit for the amount of the purchase price of the defective or damaged goods. In no event shall Company be liable for any labor charges incurred by Purchaser with respect to such goods. Company shall not be liable for non-delivery, delays, costs, or expenses caused by acts of God, war, strikes, delays of carriers, accidents, gasoline shortages, fires, floods, labor disputes, civil disorders, governmental orders or actions, inability to secure goods from usual sources of supply or any other cause beyond Company's control.

On shipments made directly to Purchaser from the manufacturer (direct shipments), the sale is complete and Company's responsibility and liability for risk of loss ends upon the manufacturer's delivery to and receipt of the goods by the carrier. Company shall not be responsible for damage to the goods in transit. Such shipments should be inspected by Purchaser before accepting delivery from the carrier. Damaged goods, concealed or otherwise, must be reported to the carrier within fifteen (15) days after delivery. Claims must be promptly filed with the carrier by Purchaser with or without an inspection by the carrier.

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PRODUCTS SOLD BY OR PROCURED THROUGH IT. Except as stated above, Purchaser's sole and exclusive remedy for breach of warranty or negligence by the manufacturer, or any failure, defect, or inadequacy of any kind of the Products sold by Company is against the manufacturer of goods sold to Purchaser and not against Company. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. Company shall not be liable, directly or indirectly, for any loss, cost, damage, or expense, including, without limitation, consequential or incidental damages, arising directly or indirectly from the condition, operation, or use of any Product sold. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES, OR STATEMENTS BY COMPANY'S EMPLOYEES AND/OR AGENTS THAT DIFFER IN ANY WAY FROM THESE TERMS AND CONDITION SHALL HAVE NO FORCE OR EFFECT. Any proposal by the Purchaser to vary the terms hereof or to expand the warranties or other terms set forth herein, unless agreed to in

writing by an authorized officer or agent on behalf of Company, shall be deemed a material alteration and shall not become part of these Terms and Conditions or any other agreement between the parties.

8. Security Agreement. Purchaser hereby grants to Company a continuing purchase money security interest in all Products sold and/or delivered to Purchaser and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Company may reasonably require for the perfection of such security interest, and Purchaser hereby authorizes Company to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
9. Credit and References. The Purchaser specifically agrees that Company may make reference inquiries, including a reference inquiry at the bank listed above and/or any bank at which Purchaser and/or Guarantor(s) banks, and may order a credit report for Purchaser and/or Guarantor(s).
10. Non-Consumer Debt. The Purchaser specifically agrees that the items purchased the Company, including but not limited to the items purchased pursuant to this Agreement, are for business purposes and are not a consumer debt as defined in the Fair Debt Collection Practices Act or any similar state or federal act.
11. Limitations. Any action by Purchaser under or relating to the Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
12. Electronic Communication. Documents that are electronically transmitted (fax, e-mail, text message, etc.) by Purchaser shall be considered binding on Purchaser.
13. Waiver of Presentment. All diligence in collection or protection and all presentment, demand, protest, and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.
14. Choice of Law. This Agreement and any dispute or claim relating to it shall in all respects be governed by and construed according to the laws of the State of South Carolina.
15. Choice of Forum, Venue, and Consent to Jurisdiction. Purchaser and Company agree that the courts of Greenville, South Carolina and the United States District Court for the District of South Carolina (Greenville Division) shall constitute the exclusive forums for the adjudication of any all disputes or controversies arising out of or relating to this Agreement or the Products sold which may be brought by Purchaser. Purchaser and Company consent to the exercise of jurisdiction and venue over them by such courts with respect to

any dispute or controversy, and Purchaser and Company waives any objection to the assertion or exercise by such court of such jurisdiction and venue.

16. Entire Agreement. Purchaser and Company acknowledge that these Terms and Conditions of Sale, together with Company's purchase order acknowledgement (if any) and Invoice, constitute the entire agreement between Purchaser and Company with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representatives. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Purchaser and Company. The provisions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

SIGNED _____ TITLE _____
Owner/Officer

SIGNED _____ TITLE _____
Owner/Officer

Personal Guaranty

To ProSource, LLC

NOTE: This Guaranty specifically extends to each and every affiliate using the name ProSource, LLC

Please sell and deliver to:

(Name of Purchaser) _____ of (City and State) _____ or representatives on such credit terms as ProSource, LLC may deem appropriate, such goods, wares, and merchandise as they or their representatives may order or select, and in consideration thereof I/We hereby fully guaranty and hold myself/ourselves personally responsible for the payment at maturity of the purchase price of all such goods, wares, and merchandise so sold and delivered, whether evidenced by open account, note, or otherwise. I/We hereby waive notice of acceptance of this guaranty, amounts of sales, dates of shipments or deliveries, notice of default in payment, and legal proceedings against the purchaser on the part of the Company. It is understood and agreed that in the event this guaranty is signed by more than one person, the obligations of the undersigned shall be joint and several. The release of any of the undersigned shall not release any of the others from the obligation hereunder. It is further understood that this guaranty is to bind the party that signs it, whether is be signed by any other party or not.

This is intended to be, and shall be construed to be, an absolute and unconditional continuing guaranty applying to all sales made by the Company to the aforesaid Purchaser and shall not be revoked by the death of the guarantor(s) but shall remain in full force and effect until I/We or my/our executors or administrators shall give notice in writing to make no further advances on the security of the guaranty, and until such notice shall have been received by the Company by certified mail. This guaranty shall continue

in full force and apply to all transactions notwithstanding any change(s) whatsoever in the name, structure, or composition of the Purchaser, including, but not limited to, the accession of one or more new partners or the death or secession of any current partner or partners.

It is understood and agreed that there is no limit to my/our liability under this guaranty. This guaranty extends to payment for all Products sold or delivered to the Purchaser whether before or after the date this guaranty is signed, even when the account is in a past due status or in default. Should it become necessary to place this guaranty with an attorney for collection, suit, or any other legal action, I/We hereby agree to pay all costs of such collection, suit, or other legal action, including reasonable attorney's fees for the unpaid balance for which judgment may be rendered. Regardless of the place of payment, place of contract, and place of delivery, the undersigned agree(s) that any action brought pursuant to this agreement shall be brought in such competent court as ProSource, LLC shall designate at their option.

I/We agree that Company may make reference inquiries, including a reference inquiry at the bank listed above and/or any bank at which I/We bank, and may order a credit report.

I/We agree that the items purchased from ProSource, LLC, including but not limited to the items purchased pursuant to this Agreement, are for business purposes and are not a consumer debt as defined in the Fair Debt Collection Practices Act or any similar state or federal act.

The parties agree that this guaranty shall be construed according to the laws of the State of South Carolina, and the undersigned hereby submit(s) to personal jurisdiction in the State of South Carolina. The undersigned have read and understand the preceding terms and conditions of this Personal Guaranty and agree to be bound by the same.

IN WITNESS HEREOF, the undersigned hereby executes this guaranty this _____ day of _____, 20_____.

NAME (please print)

SOCIAL SECURITY NUMBER

SIGNATURE INDIVIDUALLY

NAME (please print)

SOCIAL SECURITY NUMBER

SIGNATURE INDIVIDUALLY

NAME (please print)

SOCIAL SECURITY NUMBER

SIGNATURE INDIVIDUALLY