



C R E D I T T E R M S A N D C O N D I T I O N S

Standard credit terms are NET-10 days from date of invoice. Merchandise is shipped F.O.B. shipping point and invoices will be generated at that time. Payment is due no later than 10 days from the date of shipment. Charges not paid within 10 days are considered past due. Past due accounts are subject to suspension and finance charges of 1.5% per month or the highest rate allowed by law, on the past due balance, with interest charges accruing from the invoice date. Orders over \$50,000 are subject to progress payments of 25% upon order, 50% prior to shipment, and 25% net 10 days from date of invoice.

If legal action is instituted to collect amounts owing or to recover materials or supplies purchased, the applicant agrees to pay all reasonable attorney's fees and appellate attorney's fees and costs incurred by ACF Incorporated Venue for any litigation (and depositions) between the parties for any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter, shall be in Hillsborough County only. The parties do hereby waive their right to trial by jury for any litigation arising between the parties and any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter.

ACF Incorporated does retain a security interest in any and all merchandise, supplies, and equipment until full payment has been received for items purchased or services performed. Cancellation charges of 25% will apply if order is cancelled after acceptance by ACF Incorporated.

In support of this application, ACF Incorporated is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.

Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on ACF Incorporated invoices.

Company Name

Authorized Signature

Telephone Number

Date

Title

G U A R A N T Y O F I N D E B T E D N E S S

The undersigned guarantor(s), in order to induce ACF Incorporated to extend credit to applicant herein, do(es) unconditionally, personally, and individually guarantee all sums which may be owed by applicant to ACF Incorporated whether said indebtedness is due now or hereinafter incurred. This guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part with ACF Incorporated, all without notice to the undersigned guarantor(s), even if the guaranty is executed by more than one guarantor. The guarantor(s) agree(s) to pay all costs and expenses, including reasonable attorney's fees which ACF Incorporated may incur in the collection of any indebtedness from the guarantor(s) to be covered by the agreement, or the collection of any liability of the guarantor(s) hereunder. Performance of this guaranty shall be at Hillsborough County, Tampa, Florida, and the undersigned guarantor(s) promise(s) to pay the indebtedness and obligations incurred hereunder at Hillsborough County, Tampa, Florida, or as seller may otherwise direct. The parties to this contract and guaranty of indebtedness expressly agree that this contract and guaranty of the indebtedness shall be governed according to the laws of the State of Florida.

Subscribed and sworn to before me this:

_____ day of _____, 20 _____

Signed this _____ day of _____, 20 _____

Guarantor

Notary Public

Guarantor

(seal)