

CREDIT APPLICATION AND AGREEMENT
Bernie's Tool and Fastener Services, Inc.

4211 Highway Ave. – Jacksonville, FL 32254 • (904) 384-4999
2322 N. E. Waldo Rd. – Gainesville, FL 32609 • (352) 375-1244
www.BerniesTools.com

I/we, the undersigned, herein make application to Bernie's Tool and Fastener Services, Inc. for credit.

Date / /

FIRM NAME/CUSTOMER _____

Street _____

City _____ State _____ ZIP _____

Business Phone: _____ Fax: _____

Established (Date) / / SS#/ Federal I.D. # _____

Status: Please check one: _____ Please check if applicable: _____

Corporation _____ Subsidiary _____

Partnership _____ Branch _____

Proprietorship _____ Independent _____

Franchise _____

Parent Company _____ Phone No. _____

Address: _____

Principal Stockholders or Owners of Customer:

Name Address Phone Title SS#

1. _____

2. _____

3. _____

Bank: _____ Branch: _____ Acct. # _____

Name Of Account Executive _____ Phone# _____

List at least three (3) trade references who sell goods similar to ours and the name of the persons you deal with. List phone number and fax number including area code.

Name Address Phone #

1. _____

2. _____

3. _____

Are some of your purchases tax exempt? Yes ___ No ___ . If yes, attach copy of your Tax Exemption Certificate.

The CUSTOMER hereby authorizes Bernie's Tool and Fastener Services, Inc. (hereinafter referred to as SELLER) to contact the CUSTOMER's references and other credit reporting resources to make inquiries and obtain credit information on a continuing basis as SELLER may deem necessary.

CUSTOMER agrees that the SELLER and any references or credit reporting resources utilized by SELLER shall have no liability for damages as a result of credit information being furnished to or by SELLER in connection herewith. This Agreement shall not be void because of blank spaces herein.

Do you use Purchase Order Numbers or Special Billing Instructions: Yes ___ No ___

If a Purchase Order Number is required, it is the responsibility of the CUSTOMER to supply this number before or at the time of pick-up of the order.

No notice of SELLER's acceptance of this entire Agreement is required. SELLER reserves the right to decline to sell to CUSTOMER.

NOTICE: TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AND AGREEMENT ARE SHOWN ABOVE AND ON REVERSE SIDE HEREOF, TO WHICH CUSTOMER HEREBY AGREES.

DATED: _____

By _____

For Customer

Its _____

Bernie's Tool and Fastener Services, Inc.

TERMS AND CONDITIONS OF CREDIT APPLICATION AND AGREEMENT

Hereinafter, Bernie's Tool and Fastener Services, Inc., a Florida corporation, is referred to as SELLER. The CUSTOMER shown on the reverse side hereof is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agree as follows:

1. Payment of all sums due hereunder are due and payable in Jacksonville, Duval County, Florida. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30 days. CUSTOMER agrees to pay costs of collection of not less than 25% of CUSTOMER's account balance or a reasonable attorney's fee, if greater, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest, including post judgment interest, at the highest rate allowable by law on all sums not timely paid and hereby submits to the jurisdiction of the courts of the State of Florida, whose laws govern this Agreement. In the event that a Judgment is entered on this account in favor of SELLER, disposable earnings of the head of a family which are greater than \$500.00 a week shall be subject to garnishment pursuant to Florida Statutes Section 222.11. Venue for any action hereon or in connection herewith by any of the parties hereto shall be in Duval County, Florida.

2. **DISCLAIMER:**SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD, OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER'S CONTROL; NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE RELATIVE TO SAID SALE. SELLER'S SOLE LIABILITY SHALL BE TO REFUND THE PURCHASE PRICE OR REPLACE THE GOODS WITH SIMILAR GOODS. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO GOODS SOLD OR LEASED TO CUSTOMER, IT BEING UNDERSTOOD AND AGREED THAT CUSTOMER HAS SELECTED THE GOODS OR EQUIPMENT BASED ENTIRELY UPON HIS OWN SKILL AND JUDGMENT. THERE ARE NO OTHER WARRANTIES EXCEPT THOSE EXPRESS WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER SHALL HAVE SOLE RESPONSIBILITY. CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN 10 DAYS OF DELIVERY OF THE GOODS OR OCCURRENCE OF DEFAULT.

3. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, then such must be put into writing and signed by the parties to be charged, within ten (10) days from the alleged date of oral change or cancellation; otherwise, said change or cancellation shall be conclusively deemed as waived.

4. All notices required herein must be in writing with proof of delivery by Registered or Certified Mail, Return Receipt Requested, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights and SELLER may have though not provided for herein.

5. SELLER and/or its assigns, agents & designees are hereby authorized to investigate all credit, including but not limited to consumer credit reports, bank and trade references, and accountant information for the purpose of processing this credit application. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purpose of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. Further, Customer authorizes the transmission of this information via the internet. All parties hereto agree that a fax copy of this application may be treated as and considered the same as an original, including all signature(s) herein.

PERSONAL GUARANTY

The undersigned do jointly, severally and unconditionally guarantee all acts, performances and obligations of CUSTOMER under the above Credit Application and Agreement, by and between CUSTOMER and SELLER as well as waive notice of any supplement, amendment or extension thereof or addendum thereto as may be agreed upon from time to time, between SELLER and CUSTOMER without affecting the undersigned's liability thereunder, and further agree that this Agreement is personally binding upon them. The obligations of the undersigned shall be independent of the obligations of CUSTOMER, and separate action or actions may be brought and maintained against the undersigned, or any of them, whether or not action is brought against CUSTOMER. CUSTOMER agrees to pay cost of collection of not less than 25% of CUSTOMER's account balance or a reasonable attorney's fee, if greater, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. This Guaranty is not subject to oral modification or cancellation. The undersigned hereby adopt and agree to the provisions of the aforesaid Credit Application and Agreement, including the provisions pertaining to jurisdiction, venue and notice, and the undersigned specifically authorize the SELLER to contact the undersigned's credit references and other credit reporting resources to make inquiries and obtain credit information on a continuing basis as SELLER may deem necessary.
