



**N94W14330 Garwin Mace Drive
Menomonee Falls, WI 53051
(262) 250-9945 (866) 437-6839 toll free Fax: (262) 250-9950**

CREDIT APPLICATION

**And Agreement As To Terms Issued to
(latest financial statement should accompany this application)**

FIRM NAME: _____ **YEARS IN BUSINESS:** _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

CIRCLE ONE: INDIVIDUAL PARTNERSHIP COPROATION State of Incorporation: _____

List all officers: Title, Name, Home address and telephone number

BANK & MAJOR SUPPLIER REFERENCES (MINIMUM OF 4) (NAME - ADDRESS - TELEPHONE NUMBER - FAX NUMBER)

BANK: _____ **ACCOUNT NUMBER:** _____

STREET ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

Attach list of Major Supplier References (MINIMUM OF 4)

CREDIT TERMS

The customer requests that ERO-TEX, Ltd, a Wisconsin Corporation sell materials or services on account in consideration of which the customer and ERO-TEX, Ltd agree as follows;

Applicant's signature attests financial responsibility, ability and willingness to pay all invoices in accordance with the following terms; Payment is due within 30 days from date of invoice. A service charge of 1½% per month which is an annual rate of 18% will accrue 30 days after invoice date.

If customer fails to pay pursuant to the terms of the Agreement and ERO-TEX, Ltd elects to take legal action to collect this amount, the customer shall pay all costs incurred by ERO-TEX, Ltd including, but not limited to, Attorneys fees, collection agency fees, court costs, deposition and transcription costs, sheriff's fees, special process server fees and bond costs. Attorneys fees include, but are not limited to, all pre and post litigation matters and all attorneys fees for preparing and enforcing any mechanics lien or bond claim. The customer assigns its existing or hereinafter created accounts receivable and all of its business assets, equipment and inventory including proceeds thereof as security for any indebtedness incurred or to be incurred to ERO-TEX, Ltd under this account. Venue for hearing for any matter in dispute shall be with the Circuit Court of Dane County, Wisconsin or the Circuit Court of DuPage County, Illinois at the sole election of ERO-TEX, Ltd. Customer waives the right to a jury trial in any matter in dispute between the parties.

Customer agrees to disclose to its customers the identity of ERO-TEX, Ltd as a supplier of the materials covered hereby. Additionally customer shall promptly provide to ERO-TEX, Ltd, upon request, all pertinent information with regard to any job in which the materials have been or will be incorporated, including, without limitation to such job, the name of the party with whom customer is dealing, the name of the owner of the real property involved, the names of the general contractor, lending institution and/or banks involved in said job, and such other information as ERO-TEX, Ltd may reasonable request.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased or rented from ERO-TEX, Ltd. and expressly disclaims any reliance upon any statements or representations made or to be made by ERO-TEX, Ltd.. The Customer waives any liability upon ERO-TEX, Ltd. for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer.

The warranty of ERO-TEX, Ltd. on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. ERO-TEX, Ltd. not being the manufacturer of the equipment or material, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on ERO-TEX, Ltd., said liability shall not exceed the contract price for the material purchased.

Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives ERO-TEX, Ltd. written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against ERO-TEX, Ltd. for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. No purchase may be returned to ERO-TEX, Ltd. without ERO-TEX, Ltd.'s approval. If ERO-TEX, Ltd. approves of a return, Customer will incur a restocking fee of twenty-five percent (25%) of purchase price upon return of product unless ERO-TEX, Ltd. waives said charge in writing.

If customer is a corporation, the individual executing this agreement on behalf of the customer hereby personally covenants, certifies, represents and warrants that he has been duly authorized by the directors and shareholders of the customer to execute and enter into this agreement.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

The undersigned certifies the above credit information is correct and authorizes and directs the above indicated bank and business references to verify said information and give additional requested information to ERO-TEX upon request. The undersigned acknowledges that it has read and agrees to be bound to the terms of this Application. A faxed signed copy of this Application shall be binding as an original.

FIRM NAME: _____

BY: _____ **TITLE:** _____

PRINT NAME: _____ **Date:** _____

PERSONAL GUARANTY

In consideration of ERO-TEX, Ltd extending to customer credit under the above credit application and agreement, each of the undersigned do hereby unconditionally, jointly and severally, personally guarantees ERO-TEX, Ltd the full and prompt payment when due of all indebtedness and other obligations of the customer to ERO-TEX, Ltd as set forth herein. In connection with this guarantee each of the undersigned hereby stipulates and agrees that (A) no action, inaction or accommodation taken or extended by ERO-TEX, Ltd with respect to customer shall in any way release such individual of his personal obligations or guarantee hereunder; (B) he hereby waives presentment, demand, protest, notice of dishonor and notice of protest under the credit agreement; (C) upon the occurrence of any default by customer under this credit agreement, ERO-TEX, Ltd may proceed directly against the undersigned; jointly or individually, as personal guarantor, without the necessity of first pursuing any remedies against customer; (D) any such action by ERO-TEX, Ltd against the undersigned, jointly or individually, as personal guarantor, may be instituted in or transferred to the venue specified in the third paragraph of the above credit terms.

Any guarantor may, by written notice to ERO-TEX, Ltd terminate his obligations of guaranty hereunder with regard to any credit extended by ERO-TEX, Ltd to customer more than 30 days after ERO-TEX, Ltd receipt of such notice of termination. To be effective, any such notice of termination must be in writing and must be served either personally upon or mailed by certified mail, postage prepaid and return receipt requested, to an office or credit manager of ERO-TEX, Ltd at W62 N248 Washington Avenue, Suite 205 Cedarburg, WI 53012. If such notice is mailed as aforesaid it shall be deemed properly served upon ERO-TEX, Ltd only as of its actual receipt by ERO-TEX, Ltd. No such action as to any one guarantor shall terminate the guaranty obligations of any other guarantor. A faxed signed copy of this Guaranty shall be binding as an original.

DATED: This _____ **day of** _____ , **20** ____ .

Guarantor: _____ **Address:** _____

Guarantor: _____ **Address:** _____