



## **CREDIT TERMS & CONDITIONS**

1. **Terms and Conditions of Payment:** Terms are Net 30 Days. In the event it becomes necessary for Crown C Supply Company, Inc. to file suit to enforce payment of past due amounts, such suit will be brought in the appropriate Forum. Crown C Supply Company, Inc. shall be entitled to collection fees, reasonable attorney's fees, court costs and interest as provided by applicable state laws. All purchases are deemed made and payment is due at the principal place of business of Crown C Supply Company, Inc. at St. Louis, Missouri.
  2. A service charge equal to the lesser of 2% per month or the maximum legal rate shall be charged 30 days from the date of invoice and a loss of "open account" status is automatic after an invoice is unpaid 60 days from billing date.
  3. Financial statements, credit information, information supplied by Buyer or by others on Buyer's behalf, are part of this agreement. Any false or misleading information constitutes fraudulent misrepresentation and renders all debt due in full.
  4. The acceptance of any individual order and terms of payment on all sales and orders are subject to approval by the Credit Department of Crown C Supply Company, Inc.
  5. Buyers grant to and Crown C Supply Company, Inc. retains a security interest, pursuant to applicable Uniform Commercial Code in the materials and in all additions and accessions hereto and title to all said materials shall not pass to the Buyer until all sums invoiced are fully paid. Buyer assumes all risk of loss or damage to said materials. All parties that this document constitutes a security agreement. This security agreement covers all material which Buyer now and hereafter may acquire from Seller until the termination of the agreement in writing by either party.
  6. All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.
  7. In consideration of credit being extended by Crown C Supply Company, Inc. the undersigned guarantees faithful payment of all obligations created hereunder.
  8. Credit applicant has read carefully and understands the terms and conditions of Agreement as set forth above. Credit applicant understands that writing constitutes an application for credit only until accepted as a binding agreement by an authorized agent for Crown C Supply Company, Inc.
  9. Crown C Supply Company, Inc. at its discretion, may request submission of financial statements periodically and buyers agree to provide same.
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**GUARANTY AGREEMENT**

**READ CAREFULLY BEFORE SIGNING**

The undersigned request that Crown C Supply Company, Inc., extend credit to \_\_\_\_\_ (hereinafter called Debtor) and Crown C Supply Company, Inc., has extended credit or may in the future by reason of such request.

In consideration of such credit to be extended in its discretion by Crown C Supply Company Inc., to the Debtor the undersigned, jointly and severally, unconditionally guarantee to Crown C Supply Company, Inc., full and prompt payment of debt along with such interest as may accrue from date of execution of this agreement.

The undersigned is responsible for Debtor's obligations, whether created by himself or a third party on his behalf.

Any compromise or surrender of Debtor's obligation has no effect on the liability of the undersigned. No claim need be asserted against the Debtor or the representative of any deceased, incompetent, bankrupt or insolvent guarantor; this instrument unconditionally binds all parties hereto.

The liability of the undersigned is immediate. Crown C Supply Company, Inc. need not exhaust remedies against Debtor or any other person or corporation; nor establish securities or liens available to satisfy the debts of the Debtor through pursuit of an alternative remedy, this action does in no way waive the obligations of the undersigned. The undersigned remains liable for the balance of such debt.

The undersigned expressly agrees to pay reasonable attorneys' fees and costs of suit in the event it is necessary to file suit to collect under this Guaranty Agreement. The undersigned expressly waives the following:

1. Notice of acceptance of the Guaranty and extensions of credit to the Debtor.
2. Presentment and demand for payment to Debtor;
3. Protests and notices of default to the undersigned or any other party;
4. All other notices to which the undersigned might otherwise be entitled;
5. Demand for payment under this Guaranty.

**INTERNAL USE ONLY:**

Employee who checked references: \_\_\_\_\_

Refs Checked: Bank \_\_\_\_\_ Business \_\_\_\_\_

Security Interest notice completed: Yes \_\_\_\_\_ No \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Ten-day notice sent: \_\_\_\_\_

Date of adoption \_\_\_\_\_

Account Number \_\_\_\_\_

This guaranty personally binds the undersigned, his assigns, personal representatives and successors.

The personal guarantees of each spouse of a principal shall be required.

Consideration of an increase or establishment of an open line of credit will be given upon the receipt of this completed and signed application. Our credit investigation will commence upon receipt of your credit application.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS OF SALE AND CERTIFY THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed Individually

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed Individually

If your purchases will be exempt from sales tax, please complete and sign the Sales Tax Exemption Certificate below.