

Pathfinder Power Solutions, A division of Yancey Bros. Co. 330 Lee Industrial Blvd. Austell, GA 30168 TEL: 678-945-2706 FAX: 678-945-0293

## **Credit Application and Agreement**

ADDUCAN NAME		Trade Name (if different)			
Applicant Hamo		Trado riamo (ir amo			
Physical Address:		Oit.	Otata	7:	- Country
Billing Address:		City	State	Zip	County
Business Phone:		City	State Fax	Zip	County
Contact Name:	Title:		Email:		
Description of Business:		Business Start Dat	e:	Time as	Current Owner
Type of Business: ☐ Sole Proprietorship	$\square$ Corporation	☐ General Partnership	☐ L.L.C.	$\square$ Other_	
Federal ID#	Sales Tax Exem	pt? ☐ Yes ☐ No (If yes	, please attach	copy of exer	mption certificate)
BANK REFERENCES: 1)		Contact			_Ph #
2)					 _Ph #
TRADE REFERENCES:					
_		Contact			 _ Ph #
<b>TRADE REFERENCES:</b> 1) 2)					
1)		Contact			_ Ph #
1)		ContactContact			_ Ph # _ Ph #
1)	PARTNERS, OWNE	ContactContactER(S), PRINCIPALS (Please	se attach additiona	I sheet if necessa	_ Ph # _ Ph #
1)	PARTNERS, OWNE	ContactContactContactCR(S), PRINCIPALS (Please	se attach additiona Soc	I sheet if necessa	_ Ph # _ Ph # 
1)	PARTNERS, OWNE Birthdate	ContactContact	se attach additiona	sheet if necessa	Ph#

## PATHFINDER OPEN ACCOUNT TERMS AND CONDITIONS

Complete terms and conditions are available in larger font upon request and also at Pathfinderpower.com/terms and are incorporated herein by reference.

1. The Applicant set forth above (hereinafter "**Applicant**") and each other person signing below warrant(s) that the information provided herein and in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to Applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. If Applicant is a corporation, partnership or limited liability company, the undersigned affirmatively states that he/she is authorized to make application on behalf of said organization and to obligate same for any credit extended thereto as a result of this application.

All invoices charged to an approved open credit account are due and payable within 30 days of the invoice date unless otherwise indicated in a particular invoice; provided that invoices for Equipment Sales are due upon receipt. Accounts which are not paid within terms will be assessed a delinquency charge at the maximum rate permitted by law. It is expressly understood that the existence of a delinquency charge does not affect Applicant's obligation to pay the account in full when due.

2. Terms are subject to change with notice to Applicant. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Pathfinder immediately of any failure of delivery, shortage, discrepancy, or error. If Applicant disputes any Pathfinder invoice, Applicant must notify Pathfinder, in writing, of such dispute and the reason(s) therefor, not later than thirty (30) days from the date of the invoice, mailed to Pathfinder, Attn: Credit Manager, 330 Lee Industrial Blvd, Austell, GA 30168. Failure to provide such notice waives Applicant's rights to dispute such invoice.

- 3. If, after delinquency, Applicant's account is referred to an attorney for collection by suit or otherwise, Applicant agrees to pay reasonable charges incurred by Pathfinder, including attorney's fees of 15% of the total amount of principal, interest, and charges due Pathfinder and court costs.
- 4. Applicant hereby expressly waive(s) notice of (i) acceptance of this instrument, (ii) any default, (iii) non-payment, (iv) protest of account, (v) partial payment, (vi) presentment, (vii) protest, (viii) demand, and (ix) any and all other notices whatsoever. Applicant further waives any right of notice or bond and acknowledges this is a commercial transaction.
- 5. These terms and conditions along with the terms and conditions on Pathfinder's invoices, delivery tickets, rental agreements, and rental out agreements, which are incorporated by reference, represent the entire agreement between the parties hereto. No other terms—including those on Applicant's purchase orders—which are different or may add to, modify, supersede or otherwise alter the terms herein, are applicable to the parties hereto without the prior, express, written approval signed by an authorized representative of Pathfinder
- 6. Pathfinder's, liability for any damages claimed by Applicant is limited to the purchase price of the goods or services in question. This Agreement shall be governed by and construed under the laws of the State of Georgia, without reference to any choice of law doctrine.

## SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

By signing, Applicant and each other person signing below agrees they have read and understand and agree to all terms and conditions of credit from Pathfinder set forth herein. Do not sign this agreement until you have read it. You are entitled to a copy of the signed agreement. The Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Pathfinder orally or in writing any information which is pertinent to this application.

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BY:	/ TITL	.E:	DATE:
Signature	Print Name		
BY:	/ TITL	.E:	DATE:
Signature	Print Name		
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ONCONE	DITIONAL I ENSONAL GUA	.13/21111	
FOR VALUE RECEIVED, the receipt and sufficiency of hereafter extended to the Applicant named in this Cred Applicant, or assigns or successor of Applicant, the undersigned further agree(s) to pay all costs and exper undersigned further agree(s) to pay all costs and exper undersigned, including, but not limited to, attorneys' fee should the same be collected by or through an attorney of collection. This Guaranty is an <a href="UNILIMITED">UNILIMITED</a> , uncondes Pathfinder, Attn: Credit Manager at 330 Lee Industrial Endebtedness incurred subsequent to such delivery of regularanty as to goods or services already sold. The undundersigned(s) heirs, executors, administrators, assign credit extended by Pathfinder to Applicant is and will be statement given to Pathfinder for Applicant applying for statement(s) shall be relied upon by Pathfinder in decidanceptance of this instrument, (ii) any default, (iii) non-path (ix) any and all other notices whatsoever. The undersigned without first proceeding against the Applicant sylvant and without first proceeding against the Applicant sylvant and substitute or exchange the collateral, if are homestead exemption to cover the debt and/or any coll undersigned is/are or may be entitled to by virtue of the to pay the indebtedness here, principal, interest, attornithe undersigned is limited to the purchase of the goods State of Georgia, without reference to any choice of law consumer credit report on the undersigned for the purp business credit.  IN WITNESS WHEREOF the undersigned has/have see	it Application and Agreement or any subsidi- dersigned hereby unconditionally and individuations of the Applicant to Pathfinder, howeleses incurred by Pathfinder in endeavoring the sof 15% of the total amount of principal, into at law, whether collected by suit or otherwing itional and continuing guaranty and shall read the substitutional and continuing guaranty and shall read the substitutional and continuing guaranty and shall read the substitutional and continuing guaranty and shall read the substitution of the undersigned agree(s) that this Guaranty shall the substitution of the undersigned experiment, and advantage to the undersity of account, (v) partial propersion of the undersigned expressly agree(s) that any lawsuit of the undersigned expressly agree(s) that any lawsuit of the undersigned expressly agree(s) that any lawsuit of the undersigned further was constitution of the United States of Americal expression of the United States of Americal expression in question. This Guaranty shall we doctrine. By signing this Guaranty, the undersion of evaluating the creditworthiness of the constitution of the United States of Americal expressions. The undersigned agree or services in question. This Guaranty, the undersion of evaluating the creditworthiness of the constitution of the United States of Americal expressions. By signing this Guaranty, the undersion of evaluating the creditworthiness of the constitution of the United States of Americal expressions.	ary or affiliated of dually GUARAN' ver and whenever of collect said obterest, and charges. This Guaranmain in full force or tiffied mail revony such revocation be binding upon pressly represendersigned and diffurther undersigned hereby expayment, (vi) prestor action hereus and thereof. The valve(s) any other sets or action hereby and thereof. The valve(s) any other sets or any other sets or action hereby and thereof. The valve(s) any other sets or action hereby all the governed by the sets of	or associated organization of said TEE(S) the full and prompt payment er incurred or evidenced, and the oligation from the Applicant and/or the ges due Pathfinder from the Applicant by is a guaranty of payment and not e until the undersigned delivers to king this Guaranty as to ion shall not limit or terminate this the undersigned and the nt(s) and acknowledge(s) that the expressly state(s) that any financial stand(s) that said financial pressly waive(s) notice of (i) esentment, (vii) protest, (viii) demand ander may be brought directly agains without notice, surrender, undersigned waive(s) sufficient er exemption(s) which the State of the United States of America is, liability for any damages claimed by and construed under the laws of the ont(s) to Pathfinder obtaining a in connection with an application for
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GUARANTOR SIGNATURE:			
PRINTED NAME:	PRINTED NAME:		<del></del>
RESIDENTIAL ADDRESS:	RESIDENTIAL ADDR	ESS:	
CITY STATE:	CITY STATE:		

ZIP CODE: \_\_\_\_

SOCIAL SECURITY NUMBER:\_\_\_\_\_

\_\_\_\_ PHONE NO.:\_\_\_\_\_

ZIP CODE: \_\_\_\_

SOCIAL SECURITY NUMBER:

\_\_\_\_PHONE NO.:\_\_\_\_