



CREDIT APPLICATION

Midlantic Machinery Inc.
2240 Bethlehem Pike
Hatfield, PA 19440
Phone: 215.822.0144
Fax: 215.565.8977 .

GENERAL INFORMATION: *Please Print or Type* Year Business Established _____
Legal Firm Name: _____ Trade Name (if different): _____
Physical Address: _____
Billing Address: _____
Business # (____) _____ Mobile/Pager # (____) _____ Fax # (____) _____
Contact Name: _____ Title: _____ Email: _____

Has the business or any principal or shareholder ever declared bankruptcy? Yes, *date filed* _____ No
Are there any outstanding liens or judgments? Yes No Sales Tax Exempt Yes No
(If yes, attach copy of exemption certificate)

Federal ID Number: _____ Business Entity Number: _____

BANK/FINANCE CO. REFERENCES:

<i>Account #</i>	<i>Account Type</i>	<i>Contact/Phone #</i>	<i>Fax #</i>
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____

TRADE/INSURANCE/BONDING REFERENCES: *Address (include city, state, zip) Phone # Fax # Account #*

(1) _____	_____	_____	_____	_____
(2) _____	_____	_____	_____	_____
(3) _____	_____	_____	_____	_____
(4) _____	_____	_____	_____	_____

Amount of Credit Line Requested: Parts \$ _____ Service \$ _____ Other \$ _____

PERSONAL INFORMATION ON OWNER/PRINCIPAL/GUARANTORS: *Attach additional sheets, if necessary*

Name/Title _____ Birthdate _____ Social Security # _____
Home Address & Phone No. _____ % of Ownership: _____
Name/Title _____ Birthdate _____ Social Security # _____
Home Address & Phone No. _____ % of Ownership: _____

AUTHORIZED SIGNATURE REQUIRED ON REVERSE SIDE

GENERAL TERMS AND CONDITIONS

- INVOICE TERMS:** All invoices are due and payable 30 days after invoice date (otherwise they will be deemed delinquent); a finance charge not to exceed 1.5% per month or the maximum amount allowed by law (whichever is less) on all balances not paid by invoice due date will be charged. Should the customer default in any such payment(s), Midlantic shall have the right, without notice to the Customer to declare all invoice amounts due and payable immediately. In the event Midlantic refers Customer's account for collection or otherwise undertakes efforts to collect its account, Customer agrees to pay all attorneys' fees, court costs, and other expenses incurred in connection with such collection.
- ACCURANCY OF STATEMENTS:** All invoices, delivery tickets, or statements for goods or services sold to Customer shall be deemed accurate unless Midlantic is notified in writing of any alleged discrepancies within seven (7) days following delivery to Customer or its representative. Notice shall be addressed and delivered to 2240 Bethlehem Pike, Hatfield, PA 19440, Attention: Credit Manager.
- RESPONSIBILITY OF CHARGES:** Midlantic shall not be required to verify the authority of any person who it, in good faith, believed to be authorized to act on Customer's behalf in incurring charges to Customer's account and Customer agrees to be responsible for the payment of all charges made to its account.
- DELAY IN ENFORCEMENT:** Midlantic may delay or waive enforcement of any of the provisions of this Agreement, including Customer's agreement to make timely payments, without losing its right to enforce the same provisions later or to enforce any other provision of this Agreement. Customer waives the right to receive notice of any waiver or delay or presentment, demand, protests, or dishonor and waives any applicable statute of limitations and all statutory exceptions to the full extent permitted by law.
- WARRANTIES:** Warranties shall be limited to those provided by the product manufacturers. Midlantic offers no express or implied warranties of merchantability or fitness of any product sold. Customer shall determine suitability of products for intended use. All products are sold "AS IS" and must be inspected by the buyer before use. Midlantic shall not be responsible for consequential damages, loss, labor charges, injury, or inability to use the product.

RIGHTS RETAINED BY MIDLANTIC

Midlantic reserves the right to revoke or terminate any credit account or arrangement offered to Customer and to alter or amend the terms or conditions on which such credit may be extended. Midlantic may establish credit limits with respect to any credit account and may change any such credit limit at any time without prior notice.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER

Customer represents and warrants that all information set forth herein and all other information provided by customer in connection with this Credit Application is true and correct. Customer understands that Midlantic will rely upon such information in making its determination of whether to extend credit to Customer. Customer understands that Midlantic will retain this Application, whether or not it is approved. Midlantic and its designee and assignee are authorized to check Customer's references and credit history and to answer questions posed to it by others about Customer's credit experience with Midlantic. In order for Midlantic to sell and to continue to sell to Customer, Customer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representations and warranties will be deemed to be repeated in each purchase by Customer. The undersigned Officer, Principal or Authorized Representative of Customer is expressly authorized to enter into this agreement on behalf of Customer.

This Agreement shall be deemed accepted and performed in Montgomery County, Pennsylvania. As such this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles or conflicts of law. Any suit or action filed to enforce or contest any provisions of this Agreement, or the obligations imposed, concerning any disputes, controversies, or claims arising out of this Agreement shall be brought and prosecuted in a court of competent jurisdiction sitting in the Commonwealth of Pennsylvania, County of Montgomery, as selected by Midlantic. Customer irrevocably submits to the jurisdiction of this court for these purposes; provided, however, that Midlantic may elect to have any matter determined by arbitration in Montgomery County, Pennsylvania under the rules of and before the American Arbitration Association in accordance with the Commercial Arbitration Rules. Any award by the arbitrator(s) is final. Midlantic reserves the right to bring suit in any court elsewhere of competent jurisdiction and is not required to submit to arbitration. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside of the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party further acknowledges and agrees that this Agreement, inclusive of this paragraph, has been negotiated at arms length, with the assistance of counsel and the legal effect fully explained and with knowing and voluntary agreement.

The undersigned individual who is either a Principal of the Credit Applicant or a Sole Proprietorship of the Credit Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above-named business credit grantor and its designee or assignee from time to time as may be needed, in the credit evaluation process.

The signature below authorizes Midlantic Machinery to obtain any information about the undersigned from any credit reporting agency; hereby authorizes the above listed bank(s), financial institution(s), or trade reference(s) to release such information as is necessary to establish credit with Midlantic Machinery; and hereby grants express permission to Midlantic Machinery, its designee or assignee, to transmit to the following and other facsimile machines of the undersigned any information relating to products purchased by the undersigned with credit established with Midlantic Machinery or its designee or assignee. The undersigned will also advise Midlantic Machinery in writing of any number changes in or additions or deletions to its facsimile machine.

The undersigned agrees to allow charges to his/her/its credit card for all and any balances that exceed invoice terms as agreed to on this application.

Fax number(s) _____

Legal Firm Name _____

Credit Card Type _____ Credit Card Number _____

Name on Card _____ Expiration Date _____

AUTHORIZED SIGNATURE _____ Date _____

AUTHORIZED SIGNATURE _____ Date _____

NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact us at 215-822-0145 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Creditor is the FTC Regional Office for the region in which the Creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.