

Credit Terms And Account Agreement

- 1. Credit Request:** I (we), the undersigned, desire to enter into a contractual agreement whereby you, Consolidated Inventory Supply, Inc., will allow me (us) to purchase goods and services on a credit account. This shall confirm my (our) agreement to you by which you at your sole discretion may extend credit. All agreements contained herein are contingent upon your approval of my (our) credit. Consideration for the binding agreements made shall be your approval of this credit application and the selling of goods or services to me (us). I (we) agree to pay for all goods and services within the terms set forth on you invoice. You may investigate my (our) credit history with any person(s) or business (es) whom you may select. You may report my (our) payment performance to any credit bureau or creditor.
- 2. Payment Terms:** Charges for parts and services are due and payable net 30 days from the invoice date. Accounts which age 60 days from invoice date are automatically placed on C.O.D.
- 3. Finance Charges:** All invoices not paid within thirty (30) days of the invoice date will be assessed a finance charge of 1.5% per month (annual percentage rate 18%). The finance charge will be computed on the accounts adjusted balance. The adjusted balance is the amount owed at the end of the previous billing period less any payments received during the present billing cycle, credit memo issued during the present billing cycle, and all unpaid finance charges which appear on the account.
- 4. Liens:** I (we) grant you a security interest in the parts purchased from you to secure payment of my (our) obligations to you. The security interest herein granted shall be in addition to any lien to which you may be entitled to as a matter of law. Upon any default under this Agreement, you shall have the right to enter my (our) premises to remove and recover the parts on which you have a security interest.
- 5. Revoke Credit:** You may refuse to allow me (us) to make any credit purchases regardless of the amount of the purchase, whether or not I (we) am (are) in default or whether or not the purchase exceeds any previous credit limit. You may change or revoke any agreement to extend credit any time prior to delivery.
- 6. Default:** In the event it should become necessary to place this account for collection, I (we) agree to pay all collection costs and expenses, including but not limited to attorney fees in the amount of 33 1/3 percent of the amount owed and all costs of court. Failure to enforce any rights at the time of default does not thereby waive any enforcement rights.
- 7. Facsimile:** I (we) agree that facsimile copies shall be deemed original documents.
- 8. Non-Consumer Credit:** All credit requested shall be for business purposes only and not for personal, family, or household purposes.
- 9. Arbitration Clause:** Any claim or dispute arising from warranty issues shall be decided by the American Arbitration Association.

Arbitration shall be the exclusive remedy for warranty disputes and no suit, at law or in equity, shall be instituted by either party, except to enforce the arbitration award. Arbitration shall not apply to other matters such as collection. Litigation shall be suspended, pending arbitration decision, if warranty issues arise during litigation.

The Rules of the American Arbitration Association shall apply. The arbitration hearing shall be held in the metropolitan area of Consolidated Inventory Supply, Inc.'s facility providing the parts involved.

The arbitrator shall not modify or alter any express condition or provision of this agreement or render an award having such an effect. The arbitrator shall award arbitration fees and costs based upon percentage of fault. The arbitrator's decision shall be in writing, with a copy to each party. Judgment on an arbitration award may be entered in any court

By signing below, I acknowledge that I have read and fully understood the terms and conditions for open account. Furthermore, I am legally bound to these terms and conditions

Signature of Authorized Representative

Print Name

Date