

**Weisiger Group**

PO Box 1095, Charlotte, North Carolina 28201
800-277-1212 | Fax 704-599-4511 | credit@weisigergroup.com

Sellers Include, without limitation:

Carolina 1926 LLC, dba Carolina Cat; LiftOne LLC; BlueSkye Automation LLC; Prime Source; Hydraulics Express; Power Products and Solutions LLC; Carolina EPG Services LLC; Carolina Enersolv LLC; CTE Technology Solutions LLC, dba SITECH Horizon

APPLICANT (BUYER) INFORMATION: Please print or type

Sales Rep or Store Location: _____

Legal Business Name or Individual Name: _____ DBA (if applicable): _____

Physical Address: _____

Billing Address: _____

Business Phone #: _____ Mobile Phone #: _____ Fax #: _____

Contact Name: _____ Title: _____ E-mail: _____

Description of Business: _____ Business Start Date: _____ Time of Current Owner: _____

Type of Business: ☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ L.L.C. ☐ Other (Personal guarantee required if business is 3 years or less.)**Has the business or any principal ever declared bankruptcy?** ☐ Yes ☐ No**Are there any outstanding liens or judgements?** ☐ Yes ☐ No If yes, date filed: _____Federal ID Number: _____ Sales Tax Exempt? ☐ Yes ☐ No If yes, please attach copy of exemption certificate.Purchase Order Required? ☐ Yes ☐ No

Accts Payable E-mail: _____ Contact Name: _____ Contact Phone #: _____

FINANCIAL INFORMATION: Additional financial information may be requested

Bank/Finance Reference: Optional

Bank Name	Contact	Phone #	Account #	Checking	Savings	Loan
1.				\$	\$	\$
2.				\$	\$	\$

Trade References:

Contact Name	Address	Phone #/ Fax#	Account #
1.			
2.			
3.			
4.			

Personal Information on Owner/Principals/Guarantors: Attach additional sheets, if necessary

Name and Title: _____ SSN# (optional) : _____

Home Address: _____ Birthdate (optional) : _____

E-mail: _____ Phone #: _____ Ownership %: _____

Name and Title: _____ SSN# (optional) : _____

Home Address: _____ Birthdate (optional) : _____

E-mail: _____ Phone #: _____ Ownership %: _____

The undersigned Purchaser/Applicant submits this credit application to Sellers for the purposes of obtaining credit and agrees to be bound by the terms set forth on Page 2.

Applicant and each other person signing below warrants that the information provided herein or 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 therein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditor, 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.

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

CREDIT APPLICATION AND AGREEMENT GOVERNING PURCHASES

1. **Terms.** All purchases of Buyer from Seller or Sellers, whether on credit or otherwise, shall be subject to and governed by this Agreement, Seller's purchase order form ("Purchase Order") and any other written agreement executed by Buyer and Seller of goods ("Goods") and/or services ("Services") (collectively, the "Sale Documents"). NO TERM OF ANY PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY BUYER AND NOT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF SELLER ("BUYER'S DOCUMENTS") SHALL BE EFFECTIVE OR BIND SELLER, AND SELLER OBJECTS TO ALL DIFFERENT OR ADDITIONAL TERMS OF BUYER'S DOCUMENTS AND EXPRESSLY CONDITIONS ITS OFFER TO SELL TO BUYER AND ITS ACCEPTANCE OF BUYER'S OFFER TO PURCHASE ON BUYER'S ACCEPTANCE OF THE TERMS OF THE SALE DOCUMENTS.

2. **Delivery.** All prices are net of any delivery charges. Unless Buyer and Seller agree otherwise, Buyer shall arrange and pay for the delivery of the Goods from Seller's place of business to Buyer. If Seller agrees to arrange for delivery of the Goods, Buyer shall pay for all costs associated therewith. Delivery shall occur and all risk of loss shall pass to Buyer upon the earliest to occur of the following: (a) Buyer takes possession of the Goods; (b) the Goods leave Seller's premises to be delivered to Buyer; or (c) the Goods are placed in the possession of a common, contract or other carrier to be delivered to Buyer. Seller may deliver any Goods sold on one or more installments. No delivery of Goods by Seller shall waive any rights or remedies that Seller may have with respect to any prior deliveries. All delivery schedules and dates given by Seller are estimates only. Seller shall not be liable for any delay in the performance of any order or contract or in the delivery or shipment of any Goods or the performance of Services, or for any damages suffered by Buyer by reason of any such delay. Seller's obligation to deliver the Goods and/or perform Services is subject to Buyer's compliance with the terms and conditions of the Sale Documents and Buyer's maintaining credit satisfactory to Seller. Seller may suspend or delay performance or delivery at any time pending receipt of assurances of Buyer's ability to pay (including full or partial prepayment) adequate to Seller in its discretion. Buyer's failure to provide such assurances shall entitle Seller to cancel any Purchase Order or other contract without notice to Buyer and without further liability or obligation to Buyer.

3. **Notice of Nonconformity.** Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Goods or the nonconformity of the Goods with the Sale Documents or the performance of the Services within ten (10) days after delivery of the Goods occurs as specified in paragraph 2 or performance of the Services, as applicable. The notice must specify the basis of Buyer's claim in detail. Buyer's failure to comply with this paragraph 6 shall constitute Buyer's irrevocable acceptance of the Goods or Services and shall bind it to pay Seller the full price of the Goods and/or the Services.

4. **Security Agreement.** Buyer hereby grants to Seller a purchase money security interest in all of the Goods. This security interest shall terminate with respect to particular goods when the full amount of the invoice reflecting those Goods, including any delinquency charges, attorneys' fees and costs imposed by the Sale Documents, is paid. Buyer shall execute and deliver to Seller all assignments, financing statements and other agreements and documents that the Seller may request and shall take any and all steps requested by the Seller, in order to perfect and maintain Seller's security interest in the Goods.

5. **Payment and Delinquency Charges.** If Seller extends any credit to Buyer on this account, unless otherwise specified in the Sale Documents, the full purchase price shall be due thirty (30) days after billing. If Buyer does not pay the full price on or before the thirtieth (30th) day of the month in which the payment is due, delinquency charges on the amount of one and one-half percent (1 1/2%) per month on any overdue unpaid balance shall accrue and be added to the unpaid balance. All payments to Seller on Buyer's account shall be applied first to all accrued delinquency charges, second to all past due amounts in order of their maturity, and finally to all other amounts due to Seller. Seller may employ one or more attorneys to enforce its rights and remedies under this Agreement, and Buyer hereby agrees to pay Seller its reasonable attorneys' fees plus all other costs, expenses and collection fees incurred by Seller in exercising its rights and remedies under this Agreement.

6. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GOODS AND SERVICES ARE PROVIDED "AS-IS" AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

7. **Limitation of Liability.** ANY ACTION BY BUYER UNDER OR RELATING TO THIS AGREEMENT OR TO THE SALE DOCUMENTS OR THE GOODS OR SERVICES SOLD MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION HAS ACCRUED. SELLER'S SOLE OBLIGATION TO BUYER FOR ANY NONCONFORMING GOODS SHALL BE, AT SELLER'S OPTION, TO REPAIR OR REPLACE SUCH GOODS. SELLER SHALL NOT BE LIABLE TO BUYER FOR, AND BUYER HEREBY WAIVES, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, LOST PROFITS OR REVENUES RELATING TO THE SALE OF GOODS OR SERVICES, OR THE RENDERING THEREOF, OR OTHERWISE, AND ANY CLAIMS, DEMANDS OR LIABILITIES FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION CLAIMS, DEMANDS OR LIABILITIES ARISING OUT OF OR RELATING TO SELLER'S NEGLIGENCE. ANY ACTION BY BUYER ARISING OUT OF OR RELATING TO THE SALE DOCUMENTS OR ANY GOODS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED. IF FOR ANY REASON SELLER AT ANY TIME IS UNABLE TO PROVIDE THE GOODS TO BUYER, SELLER, AT ITS OPTION MAY TERMINATE THE PARTICULAR PURCHASE ORDER ENTIRELY OR AS TO THE GOODS SELLER IS UNABLE TO PROVIDE, AND SELLER SHALL HAVE NO FURTHER OBLIGATION TO BUYER WITH RESPECT THERETO.

8. **Indemnification.** Buyer shall indemnify, defend, and hold Seller and its subsidiaries, affiliates, parent, directors, officers, employees, and agents (collectively, "Seller Parties") harmless from and against, and pay, all claims, losses, damages, fees, fines, penalties, actions, claims, judgments, settlements, proceedings, expenses, disbursements, demands, costs, attorneys' fees, liabilities and obligations of any kind or nature arising out of or relating to this Agreement, any Sale Agreement, and/or Buyer's use, possession or control of the Goods, including without limitation all claims of infringement of any patent, copyright, trademark, trade name, service mark or proprietary rights and all personal injury and property damage claims of any employee or agent of Buyer or any other person, firm, corporation or entity.

9. **Default by Buyer.** The occurrence of any of the following shall constitute an event of default by Buyer under this Agreement and all other agreements between Buyer and Seller:

(a) Buyer's failure to pay any sum of money as and when due under this Agreement or any other agreement with Seller which is not cured within five (5) days after it is due; or
(b) Buyer's default under any other term of this Agreement or any other agreement with Seller which is not cured within ten (10) days after Seller gives Buyer written notice of that default. Upon the occurrence of an event of default by Buyer under this Agreement or any other agreement between Buyer and Seller, and in addition to any other rights and remedies that Seller may have, Seller shall have the right, at its option, to take one or more of the following actions:
(a) declare all or part of Buyer's obligations to Seller under this Agreement or any other agreement immediately due and payable; (b) require Buyer to assemble the Goods subject to a security interest in favor of Seller and deliver them to Seller's premises at Buyer's sole expense; (c) retake possession of any Goods subject to any unpaid invoice without notice to or demand on Buyer wherever the Goods shall be located without any court order or other process of law (Buyer hereby waives all claims, demands and liabilities that may arise from any such repossession); and (d) pursue any other right or remedy at law or in equity.

10. **Notices.** Any notice permitted or required under this Agreement shall be deemed given if in writing and deposited in the United States mail, certified mail return receipt requested, first class postage prepaid, to Weisiger Group - Credit Dept PO Box 1095 Charlotte, NC 28201.

11. **Remedies Cumulative Nonwaiver.** No delay or omission of Seller to exercise any right or power arising from any default on the part of Buyer shall impair any such right or power or shall be construed to be a waiver of any such default.

12. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any one or more of the provisions of this agreement, or any part thereof, shall not affect the validity or enforceability of any other provision.

13. **Applicable Law.** This Agreement and any controversy relating hereto shall be governed by and construed in accordance with the laws of the State of North Carolina. For any and all actions or proceedings related to this agreement, Buyer consents to the jurisdiction and venue of the state and Federal Courts of Mecklenburg County, North Carolina and Buyer consents to the transfer to said courts of any action filed by buyer in any other court or venue. However, in its sole discretion, Seller may bring any such action in the county or district where the equipment was used.

INDIVIDUAL PERSONAL GUARANTEE (Required if the length of time in business is 3 years or less or at the discretion of Seller)

In consideration of Seller or Sellers extending credit to the Buyer, I/we the undersigned jointly, severally, and unconditionally as individuals, guarantee the payment and future obligations of the Buyer which may be owing to the Seller(s) on the same terms set forth above. By signing below, the undersigned individual(s), provides written instruction to the creditor or the creditor's designated agents and affiliates authorizing review of his/her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such creditor additional credit and for reviewing or collecting the resulting account. I/we affirm my/our identity as the respective individuals identified in the above application.

A photocopy or fax copy of the authorization shall be valid as the original. **Please include photo ID for each guarantor.**

Guarantor's Signature:	Guarantor's Signature:
Print Guarantor's Name:	Print Guarantor's Name:
Home Address:	Home Address:
Social Security #:	Social Security #:
Today's Date:	Today's Date:

Sole proprietors and each guarantor must provide a government issued ID copy as well as a selfie photo holding their governmental issued ID (see example provided)



NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact within 60 days from the day you are notified of our decision: Weisiger Group Credit Department 704-596-8880 or e-mail credit@weisigergroup.com. We will send you a written statement of the reasons for the 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 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 Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue NW, Washington, DC 20580.