



CREDIT APPLICATION & OPERATING AGREEMENT

Company Name ( ) Phone ( ) Fax

Mailing Address City State Zip Code

Street Address City State Zip Code

\$ / Proprietorship Partnership Corporation L.L.C. Credit Limit Requested In Business Since Circle Appropriate Selection

E-Mail Address Parent Company (if applicable) Dunn & Bradstreet No.

List all Owners, Partners or Officers:

Name Title Social Security # Home Address City/State Zip

Name Title Social Security # Home Address City/State Zip

Name Title Social Security # Home Address City/State Zip

Bank/Supplier References:

Bank Address City/State/Zip Account # Telephone Contact

Supplier Address City/State/Zip Account # Telephone Contact

Supplier Address City/State/Zip Account # Telephone Contact

Supplier Address City/State/Zip Account # Telephone Contact

Please attach current, audited financial statements (balance sheet, income statement and all accompanying notes to the financial statements) for the past full year and interim financial statements if available. Unaudited financial statements will be considered if signed. Customer certifies that the information contained in the financial statements is true and accurately reflects the current operating results.

## Customer Account Terms and Conditions

All sales are subject to the terms and conditions outlined in this Credit Application and Operating Agreement ("Agreement"). "HFC" means Hunter Fan Company and its successors in interest, parent company, affiliated companies, subsidiaries, and/or assigns with whom Customer may do business now and/or in the future. "Customer" means the entity(s) or person(s) acquiring goods from HFC. Customer acknowledges it has read these terms and conditions and agrees to be bound thereby.

HFC shall determine in its sole discretion the amount and whether to grant credit to the Customer. HFC has no obligation to grant such credit and any granting of credit is without commitment to provide future credit. Customer shall be responsible for all credit it receives from HFC, whether or not such credit exceeds authorized credit limits.

All amounts are payable on or before the due date specified in each invoice. In the event Customer's account becomes overdue or the Customer is in default of its obligations hereunder, HFC may, in its sole discretion, suspend Customer's account and/or credit privileges without prior notice. Interest will be charged on past due amounts at the maximum rate permitted by law. In no event will Customer ever be charged or required to pay any amount deemed to be interest which is greater than the amount permitted by law. Customer agrees to pay HFC all costs, including but not limited to interest, attorney's fees and court costs, incurred in the collection of funds owed to HFC.

The Customer authorizes HFC and its agents, to conduct any credit investigations it deems appropriate, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to HFC of any information, financial, personal or otherwise, as required for the purposes of the credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide all information requested to HFC in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation. If the Customer is a sole proprietor or partnership HFC is specifically authorized to obtain consumer credit reports on Customer or its principals for the sole purpose of evaluating credit worthiness for a commercial account with HFC.

Customer agrees that the terms and conditions as set forth herein shall constitute the entire agreement between Customer and HFC and that all sales/and or transactions between Customer and HFC shall be governed solely by these terms and condition. These terms and conditions may not be modified except by prior written consent of HFC. This Agreement shall be binding upon and inure to the benefit of Customer and HFC, their successors, assigns and personal representatives, provided that the Customer shall not assign or delegate its rights and obligations herein without the prior written approval of HFC. HFC may assign, transfer or delegate its rights under this Agreement to any party at any time without notice to Customer.

**HFC SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF CUSTOMER FOR ANY TRANSACTION ARISING FROM OR RELATED TO THIS AGREEMENT. THE MAXIMUM LIABILITY IN DAMAGES RECOVERABLE AGAINST HFC SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY HFC FOR THE TRANSACTION THAT FORMS THE BASIS OF CUSTOMER'S COMPLAINT.**

If any clause or provision of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall, nevertheless, remain in full force and effect. Failure to exercise, or delay in exercising, any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

This Agreement is made and entered into in Memphis, Tennessee and shall be governed and construed according to the laws of the State of Tennessee. Customer agrees that any legal action arising from or relating to this Agreement shall be brought in any court of competent jurisdiction located in Shelby County, Tennessee. To the fullest extent permitted by law, Customer consents to the exclusive jurisdiction of the courts of the state of Tennessee in connection with any action or proceeding arising from or related to this Agreement. Customer hereby waives any objection to lack of personal jurisdiction or improper venue.

If Customer's application for business credit is denied, Customer has the right to a written statement of the specific reason for the denial. To obtain the statement, please contact HFC at 7130 Goodlett Farms Parkway Suite 400. Memphis, TN 38016 Attention: Credit Department within 60 days from the date Customer is notified of our decision. HFC will send Customer a written statement of the reasons for denial within 30 days of receiving the request for the statement. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications 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 credit is the Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> and Pennsylvania Avenue, NW, Washington, D.C. 20580.

The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and understands that HFC will rely on the accuracy of this information in determining whether any credit may be extended. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that he/she is authorized by the Customer to execute this legally binding agreement.

<b>Signature</b>	<b>Printed Name &amp; Title</b>	<b>Date</b>
<b>Signature</b>	<b>Printed Name &amp; Title</b>	<b>Date</b>

**Personal Guaranty**

In consideration of HFC extending credit at my request to Customer, I assume personal and individual responsibility and liability, and unconditionally guaranty, without offset, the payment of all indebtedness due and payable to HFC by the Customer which now exists or hereafter incurs in the future including payment of interest, attorney's fees and court costs. This guaranty is open, continuous and not limited in time. HFC shall not be required to exhaust its remedies against Customer prior to enforcing its rights against the undersigned under this personal guaranty. The undersigned waives notice of default, demand, non-payment, presentment, and notice of intent to accelerate or acceleration. The undersigned hereby waive all defenses to payment except payment in full. I understand that this guaranty shall remain in force until HFC receives written notice from me that this guaranty is terminated. In the event that it becomes necessary to place any account guaranteed by this personal guaranty with an attorney and/or third party for collection, the undersigned agrees to pay all costs of collection including but not limited to interest, attorney fees and court costs.

The undersigned personal guarantor recognizes that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes HFC to obtain a consumer credit report on the undersigned, from time to time as may be needed, in the credit evaluation and collection process. I hereby waive notice of default, nonpayment and notice thereof and consent to any modification, alteration or renewal of any of the obligations or indebtedness of Customer to HFC. This guaranty is made, accepted, and entered into in Memphis, Tennessee and shall be governed and construed according to the laws of the State of Tennessee. I agree that any legal action arising from or relating to this guaranty shall be brought in any court of competent jurisdiction located in Shelby County, Tennessee. To the fullest extent permitted by law, the undersigned consents to the exclusive jurisdiction of the courts of the state of Tennessee in connection with any action or proceeding arising from or related to this guaranty. I hereby waive any objections to lack of personal jurisdiction or improper venue.

Signature	Social Security Number	Date

Printed Name	Address	City/State/Zip