

## CREDIT APPLICATION



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becomes reality

JC Industries Inc.  
3800 South Hill Street  
Los Angeles, California 90037  
Phone: 323-235-4458 Fax: 323-235-5640  
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<b>BUSINESS CONTACT INFORMATION</b>			
Date: <span style="float: right;">Please check one: COD Company Check    Credit Card    Net 30</span>			
Company name:		Credit Line Requested:	
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:		If Corporation, What State:	
Sole Proprietorship:	Partnership:	Corporation:	Other:
<b>BUSINESS AND CREDIT INFORMATION</b>			
Registered Business Name:		Date Established:	
City:	State:	ZIP Code:	
Federal Id #		Dun & Bradstreet#	
Resale #		Social Security#	
<b>CORPORATE OFFICERS, PARTNERS or PROPRIETORS</b>			
Name:	Name:	Name:	
Title:	Title:	Title:	
Street:	Street:	Street:	
City:	City:	City:	
State, Zip:	State, Zip:	State, Zip:	
Direct #	Direct #	Direct #	
SS#	SS#	SS#	
<b>LIST PRINCIPAL TRADE REFERENCES</b>			
<b>Company name:</b>			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

**BANK INFORMATION**

Name:	Bank Contact Person:
Street:	Account No.:
City:	Phone:
State:	Fax:
Zip Code:	

**CREDIT AGREEMENT****Authorization for Release of Bank Information**

To Whom It May Concern,

My execution of the Credit Agreement below authorizes you to provide JC Industries, Inc. with information it requests regarding the status of Customer's account(s).

**Terms**

The undersigned, on behalf of the Customer, agrees to the following credit terms:

1. The information furnished in the credit application is true, complete, and accurate. JC Industries, Inc. is authorized to obtain a credit report and other credit information on the Customer for the purpose of evaluating the creditworthiness of the Customer in connection with this credit application and agreement. Customer further agrees to provide such additional financial information to JC Industries, Inc. as it requests.
2. Customer agrees to pay all sums as they come due pursuant to invoiced payment terms. Customer agrees to pay a monthly late charge on past due balances of 1.5% (annual rate of 18%) or the maximum rate otherwise allowed by law; and further agrees to pay reasonable attorneys' fees, expenses and costs incurred in enforcing this Agreement, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Customer consents to exclusive jurisdiction and venue in the state circuit courts sitting in Greenwood County, South Carolina, unless a federal subject matter jurisdiction exists, in which case the Customer consents to the exclusive jurisdiction and venue in the Greenwood Division of the Federal District Court of South Carolina, at the option of JC Industries, Inc., and Customer waives any objection to this exclusive jurisdiction and venue, and Customer hereby waives all defenses of lack of personal jurisdiction and forum non conveniens. Customer consents to the application of South Carolina law to all matters related to or arising under this instrument. This agreement and the Terms and Conditions will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.
3. Customer and the undersigned individual shall remain or become liable for all amounts owing under this Agreement following a sale or transfer of Customer or its assets, or a change in the structure of Customer, unless JC Industries, Inc. consents to the transfer of Customer's account in writing and the transferee assumes all obligations hereunder and completes and executes a new Credit Application and Agreement. Customer shall notify JC Industries, Inc. in advance of any sale, transfer or change in the structure of Customer's business.
4. Customer grants JC Industries, Inc. a security interest in all goods it orders from JC Industries, Inc., and all products and proceeds thereof, including accounts.

5. Customer has reviewed JC Industries, Inc. Ordering Terms & Conditions of Sale and General Terms & Conditions of Sale at [www.jcila.com](http://www.jcila.com) and hereby accepts and agrees to comply with those terms and conditions, along with the terms set forth in this Credit Agreement (collectively, the “Terms and Conditions”), and agrees that such Terms and Conditions supersede those contained in any purchase order or other Customer document regarding the subject matter hereof.

6. The undersigned individual represents and warrants that he/she is duly authorized to execute and enter into this Credit Agreement on behalf of the Customer.

7. JC Industries, Inc. has the right to terminate any extension of credit to Customer at any time without notice in the event that Customer fails to comply with this Credit Agreement, the Terms and Conditions, or any other JC Industries, Inc. terms and conditions.

8. No provision, or any part of any such provision of this Credit Agreement, which may be stricken or deemed unenforceable, shall in any way invalidate the remainder of any such provision or any other provisions of this agreement, all of which shall remain in full force and effect.

**Personal Guaranty**

The undersigned individual (the “Guarantor”) personally and unconditionally guarantees prompt payment to JC Industries, Inc. of any and all obligations owed by the Customer. This personal guaranty is a continuing and irrevocable guaranty of payment. Guarantor waives notice of default and nonpayment. Guarantor agrees to pay all costs, expenses and attorneys' fees incurred in enforcing this guaranty, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Guarantor consents to the personal jurisdiction of the courts of the State of South Carolina and hereby waives all defenses of lack of personal jurisdiction and irrevocably agrees that venue may be placed in Greenwood County, South Carolina, at the option of JC Industries, Inc. This personal guaranty is governed by South Carolina law. Guarantor consents to JC Industries, Inc. obtaining a credit report on Guarantor for the purpose of evaluating his/her creditworthiness, in connection with an application for business credit.

Please submit both pages with signatures along with a copy of your most recent financial statement. Any Financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by our company. All statements will be kept strictly confidential

**SIGNATURES**

Signature:  
Print Name:  
Title:  
Date:

Signature:  
Print Name:  
Title:  
Date: