

Plantation Aluminum Fencing

1270 Harris Bridge Rd.

Anderson, SC 29621

Phone (864) 245-7864 Fax (864) 224-8796

CREDIT AGREEMENT (CONFIDENTIAL)

Credit Policy and Terms

Plantation Aluminum Fencing extends credit to certain applicants on the basis of an assessment of the applicant's ability to pay its debts upon the terms and conditions required by Plantation Aluminum Fencing. The decision to extend or to refuse to extend credit to any particular applicant shall be at the sole discretion of Plantation Aluminum Fencing. Plantation Aluminum Fencing does not discriminate with regard to race, gender, religion, ethnicity or sexual orientation and bases its decision to extend or deny credit solely upon the creditworthiness of the applicant.

In the event Plantation Aluminum Fencing agrees to extend credit to applicant, applicant agrees to the following terms and conditions:

1. All invoices are due and payable on or before the 15th day of the month following the month in which the invoice is dated (for example - an invoice dated January 1st is due and payable on or before February 15th, likewise an invoice dated January 25th is due and payable on or before February 15th). Payments must be postmarked on or before the due date.
2. A finance charge of 1.5% per month (18% per year) will be added to any invoices not paid in full by the due date. Applicant agrees to pay all finance charges that accrue as a result of payment not being timely made. Applicant understands that the adding of a finance charge is to defray the cost of additional billings and is not an agreement by Plantation Aluminum Fencing to finance the debt beyond the terms set out of Paragraph 1 above.
3. In the event it becomes necessary for Plantation Aluminum Fencing to place the account into the hands of an attorney for collection, applicant agrees to pay, in addition to any accrued finance charges, a reasonable attorney's fee and the costs associated with any efforts to collect the debt.
4. No deliveries will be made to delinquent accounts. No new orders will be accepted unless and until all outstanding amounts previously invoiced are brought current.
5. Applicant understands and agrees that all orders are subject to approval and acceptance by Plantation Aluminum Fencing. Plantation Aluminum Fencing may decline to further extend credit at any time at its sole discretion.
6. Applicant hereby certifies that the information given on the Credit Application is true and correct and that the information is given for the purpose of opening an account or obtaining credit from Plantation Aluminum Fencing for the purchase of merchandise. In the event it is determined that the information provided on the Credit Application is false, Applicant agrees to be personally and individually responsible for any unpaid debt owed to Plantation Aluminum Fencing notwithstanding the signing of a Personal Guaranty for such debt.
7. This Credit Agreement shall be construed in accordance with the laws of the State of South Carolina. The Jurisdiction and Venue for any and all disputes arising out of this Credit Agreement including, but not

limited to, any actions for the collection of any debts incurred pursuant to this Credit Agreement shall be the Court of Common Pleas for Anderson County, South Carolina.

Applicant agrees to notify Plantation Aluminum Fencing in writing of any change in the corporate form and/or name of the business entity on whose behalf this Credit Agreement is executed and unless such written notice has been given and acknowledged in writing by Plantation Aluminum Fencing, the present business entity and all successor and/or assigns agree to be responsible for any debt incurred pursuant hereto.

Applicant fully understands and agrees to the terms and policies stated above.

Applicant hereby expressly acknowledges that he/she is duly authorized by the company or business entity to execute this agreement on behalf of the company or business entity and to legally bind same to this agreement. Further, the applicant hereby authorizes Plantation Aluminum Fencing to contact consumer credit reporting agencies, commercial credit reporting agencies, banks and trade references as may be deemed necessary to assess the applicant's creditworthiness.

PLEASE PRINT, COMPLETE ENTIRE APPLICATION

TELEPHONE: _____

FAX: _____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

DATE BUSINESS ESTABLISHED (MONTH/YEAR) _____

IRS NUMBER: _____

CONTACTS: PRESIDENT _____

PURCHASING MGR. _____

CONTROLLER _____

ANTICIPATED ANNUAL ORDER VOLUME _____

BANK REFERENCES: NAME _____

ADDRESS _____

PHONE NO. _____

ACCT. NO. _____

TRADE REFERENCES: *(Please be sure to provide a Fax number)*

COMPANY _____ PHONE _____ FAX _____

COMPANY _____ PHONE _____ FAX _____

COMPANY _____ PHONE _____ FAX _____

COMPANY _____ PHONE _____ FAX _____

Signature of Applicant or Authorized Signing Officer

SIGNED: _____ TITLE: _____ DATE: _____