



Environmental Safety and Industrial Supply, LLC

PO Box 180759, Richland, MS 39218

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CUSTOMER APPLICATION FOR CREDIT AND AGREEMENT

Terms and Conditions

This application is submitted by the applicant listed and represented by applicants authorized agent herein referred to as "Applicant" within this agreement for the purpose of obtaining a credit line with Environmental Safety and Industrial Supply, LLC, hereafter "ESI Supply, LLC". All information and representations furnished herein and to be furnished in connection with this application, as well as all future information, is and will be true, accurate and complete and fairly presents the financial condition of Applicant.

AUTHORIZED AGENT;

1. If Applicant is a corporation, partnership, limited liability company or other business entity, the undersigned affirmatively states that he or she is authorized to make application on behalf of said corporation or entity and to obligate same for any credit extended thereto as a result of this application and further that the corporation or entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advance thereto until written notice to the contrary is received by ESI Supply, LLC at 143A Fannin Road, Flowood, MS 39232.

CREDIT INVESTIGATION;

2. Applicant understands, consents to, and agrees, by making this application, that ESI Supply, LLC will make its usual credit investigation of Applicant, and specifically authorizes Applicant's bank to release any and all information as may be requested from bank by ESI Supply, LLC. Applicant should include a copy of Applicant's most recent financial statement. This financial information will be used only for credit line granting purposes and will be kept strictly confidential by ESI Supply, LLC.

TERMS OF CREDIT EXTENDED;

3. Applicant understands, consents to, and agrees, should Applicant's application be granted by ESI Supply, LLC that any credit extended to Applicant by ESI Supply, LLC shall be deemed subject to the terms herein stated.

INVOICE PAYMENT DUE DATE;

4. Any and all sales made to Applicant, shall be deemed made as of the date of delivery to Applicant of any item/commodity sold to Applicant, and invoices issued as to same shall become due and payable, in US currency, actually received by ESI Supply, LLC at PO Box 180759, Richland, MS 39218, no later than thirty (30) days of each invoice, unless otherwise specifically agreed to by ESI Supply, LLC and Applicant, in writing. Balances beyond thirty (30) days will be subject to one and one half (1 ½%) percent per month, or eighteen (18%) percent per annum. It is expressly understood by Applicant that the existence of the finance or interest charge does not affect Applicants obligation to pay the account in full when due. Applicants account will be delinquent when any part of the account is thirty (30) days past due.

SALES TAX;

5. Any sales taxes that may be imposed by law on the sale of goods from ESI Supply, LLC to Applicant shall be added to Applicants invoice. If Applicant is tax exempt, an exemption certificate must be on file with ESI Supply, LLC. It is also Applicants responsibility to inform ESI Supply, LLC of said tax exemption status.

FREIGHT CHARGES;

6. Applicant agrees to pay delivery/freight/shipping charges at fair market value at the point of sale of items/commodities from ESI Supply, LLC as deemed necessary for delivery of items/commodities. Fair market rates for fuel surcharges may also be implemented and applied to Applicants invoice as deemed necessary.

CREDIT CARD CHARGES;

7. ESI Supply, LLC may accept Master Card and Visa cards as a form of payment toward Applicants account. However, Applicant agrees that a two (2%) percent charge of the total invoice price will be accessed to cover credit card processing fees.

AGREEMENT TO PAY ATTORNEY FEES;

8. Applicant agrees to pay any and all costs including ESI Supply, LLC's attorney's fees and expenses incurred in pursuit and/or collection of any and all of delinquent account, including principal and interest. In the event of any payment upon Applicant's account after delivery of same to an attorney at law, such payment shall be allocated first to attorney fees, then to interest, and then to principal.

PERSONAL GUARANTY;

9. Applicant understands and agrees that a condition of establishing a credit line by ESI Supply, LLC may be a requirement for there to be a personal guaranty of such credit line by a corporation officer/owner and/or authorized person of company acceptable to ESI Supply, LLC.

CONSENT TO BE SUBJECT TO JURISDICTON OF THE LAWS OF THE STATE OF MISSISSIPPI AND VENUE IN RANKIN COUNTY, MISSISSIPPI;

10. Applicant understands and agrees that acceptance and approval of this application will occur in Flowood, Mississippi and that performance under the account with ESI Supply, LLC, in the preparation and delivery of products sold, as well as payments made, will occur in Flowood, Mississippi. Applicant knowingly and voluntarily consents and agrees:
 - A. That any and all circumstances pertaining to this account shall be governed by the laws of the State of Mississippi; and,
 - B. To be subject to the jurisdiction of the courts of the State of Mississippi for any purpose pertaining to the adjudication of any rights and liabilities of the Applicant and ESI Supply, LLC's as to Applicant's account. Applicant further consents and agrees that venue for the purpose of the filing of any lawsuits or other matters pertaining to Applicant's account shall be Rankin County, Mississippi.

IMPLIED WARRANTY OF FITNESS;

11. ESI Supply, LLC warrants to Applicant items/commodities against defects in material and workmanship under normal conditions of usage and service. There are no other warranties, expressed or implied, including the warranties of merchantability or fitness for a particular purpose. ESI Supply, LLC will not be responsible for manufactures defects and defective products purchased through and from ESI Supply's manufacturer/distributor network. All products distributed through ESI Supply, LLC will be subject to the specific manufactures warranties. Applicant assumes full and complete responsibility for the item/commodity purchased by Applicant from ESI Supply, LLC and consents to and agrees, for all purposes, that ESI Supply, LLC has made no representations, of any kind, as to the fitness for use of any item/commodity purchased.

RESTOCKING CONDITIONS;

12. A minimum fifteen (15%) percent restocking charge of the items for return will be applied to all returned goods. Returns must be made within thirty (30) days of purchase and be in new condition (unused). Return freight is the responsibility of the customer. Specialty items may not be returned. All returns are subject to the approval of ESI Supply, LLC.

RIGHT TO TERMINATE CREDIT LINE;

13. ESI Supply, LLC reserves the right to cancel and revoke any credit line established for Applicant, with or without cause, for any reason, and at any time, at the sole and exclusive discretion and authority of ESI Supply, LLC.

By signing this application for establishment of credit line, Applicant agrees to each and every part of the above and foregoing agreement, and agrees that if credit is extended pursuant to this application, that the same shall be subject to all terms, conditions, and provisions as hereinabove set forth.

Date: _____

FIRM NAME: _____

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

ESI SUPPLY, LLC

GUARANTOR'S AGREEMENT

For value received, and in consideration of Applicant applying for credit herein, and as an inducement to ESI Supply, LLC to extend credit to Applicant, the undersigned, having read the application, including the terms and conditions, and understanding same, hereby unconditionally guarantees to ESI Supply, LLC the payment of all amounts owing to ESI Supply, LLC by Applicant, including, but not limited to, the payment of all costs of collection and attorney's fees, and the undersigned unconditionally agrees to pay all such amounts in the event of default by Applicant. This is a continuing guarantee and shall remain in full force until the undersigned delivers to ESI Supply, LLC written notice revoking this Guarantor's Agreement as to indebtedness incurred subsequent to receipt of said notice by ESI Supply, LLC.

Date Witness

Signature of Guarantor Printed Name of Guarantor

Address of Guarantor City State Zip