

CREDIT APPLICATION

GENERAL INFORMATION:					
Company Name:		DBA:			
Type of Org: Sole Proprietorship Co	prporation Partnership LLC	Other:			
Accounts Payable Contact:		A/P Phone	e:		
Billing Address:		A/P Fax: _			
City/State/Zip:		A/P Email:	:		
County:		Bus. Phon	e:		
Superintendent's Name:		Cell Phone	e:		
SHIP TO:					
Primary Ship To Address:					
Credit Terms & Conditions Requested:		Estimated Credit Requested:_			
BUSINESS INFORMATION:					
Purchase Orders Required (Please check one)	es No				
Type of Business: Landscaping Lawn Maint. Resale Golf Course (Indicate Type Below) Other: Private Private Municipal Mem Owned					
Tax ID or SSN:			J		
Tax Exempt? Yes No (If Yes, a certificate	of exemption MUST be submitted to avoi	d tax charges)			
Has the company ever declared bankruptcy? $\ \square$ Ye	s 🗌 No				
Date: City & State o	-				
Are there any outstanding judgements or liens? Yes No					
Has the company been named as a defendant in any lawsuits?					
in you answered yes to any of the above, please ex	ριαιιι				
BANK & TRADE REFERENCES:					
Bank Name:		Branch:			
Address:	·	•			
	Phone:				
Checking Account #:	Loan #:				
Trade References (Major Suppliers):					
Company Name	Contact Person	Phone	Fax		
1					
2. 3.					
PESTICIDE LICENSE:					
Pesticide License #:					
Class:		Expiration Date:			

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS OF THE CREDIT AGREEMENT SET FORTH ON THE REVERSE SIDE (PAGE 2). YOUR SIGNATURE ON THE FOLLOWING PAGES BINDS YOU TO THE REPRESENTATIONS, TERMS, AND PROVISIONS MADE IN THE ABOVE CREDIT APPLICATION AS WELL AS SAID CREDIT AGREEMENT.



CREDIT AGREEMENT

The applicant certifies that the information contained in the application is true and correct. Triangle Chemical Company is authorized to obtain any financial information that it may require in reviewing and assessing this application, including a credit bureau report and/or direct contact with banks and creditors, both past and present, regarding applicant's financial status. Applicant agrees to provide copies of tax returns, financial statements, loan applications or other financial information as may be required by Triangle. If Triangle Chemical Company employs outside services to collect delinquent accounts, the undersigned agree(s) to pay all collection costs and/or attorney's fees associated with the collection of money owed.

A service charge equal to 1.5% per month (until paid) will be applied against any unpaid portion of the previous month's balance (less payments received, or credit given during billing cycle). Such service charge shall be computed on such unpaid portion of the outstanding balance as of the 25th day of each month following the month of the initial billing date.

The Applicant acknowledges that this application has been read and that the Applicant understands the terms of sale and agrees to abide by them upon acceptance and approval of the application by Triangle.

acceptance and approval of the application by Triangle.			
APPLICANT SIGNATURE	TITLE	DATE	

GUARANTY

In consideration of the extension of credit by Triangle to the above-named Applicant(s), the undersigned ("you," whether one or more), jointly and severally, guarantee the punctual payment and performance by said Applicant(s) of all terms and conditions of the foregoing Credit Agreement and all sums owed at any time by said Applicants(s) to Triangle. This is a guaranty of payment and performance, and not of collection. Your liability to Triangle is primary and immediate. It is not contingent upon Triangle's exercise of any remedy it may have against said Applicant(s) or any collateral. This guaranty is absolute, unconditional and continuing and will remain in effect until all obligations, financial or otherwise, have been paid, performed or discharged in full. Triangle may call upon you to pay all or part of any indebtedness without being required to prosecute collection, enforcement or other remedies against said Applicant(s) or any collateral. If Triangle hires an attorney or incurs any legal expense upon your default or that of the Applicant(s), you shall be liable for the payment of such legal expenses and attorneys' fees in accordance with the terms of the foregoing Credit Agreement as an additional obligation hereunder, - whether incurred in collection or enforcement, and whether before, during, and/or after trial - to include any post-judgment proceedings, appeals, as well as appearances in connection with any bankruptcy or insolvency proceedings. To the full extent allowed by applicable law, you waive all defenses given to sureties or guarantors under applicable law or in equity other than the actual payment and performance of all obligations hereunder, whether financial or otherwise, and waive, to the full extent allowed by applicable law, all defenses based upon questions as to the validity, legality or enforceability of said obligations. Triangle, without authorization from or notice to you and without impairing or affecting your liability hereunder, may from time to time in its reasonable discretion and with or without valuable consideration, alter, compromise, accelerate, extend or change the time or manner for the payment or performance of any or all of the obligations, financial or otherwise, owed to Triangle under the foregoing Credit Agreement, extend additional credit and financial accommodations and otherwise create additional credit obligations, increase or reduce the rate of interest thereon, take and surrender security, exchange collateral by way of substitution, or make changes of any sort whatever in the terms of payment of the financial obligations owed to Triangle or the terms

upon which Product is sold to the Applicant(s) on credit. All capitalized terms used in this Guaranty shall have the definitions accorded to those terms in the foregoing Credit Agreement.

YOU WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS GUARANTY OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DECLARED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. YOU ACKNOWLEDGE THAT YOU MAKE THIS WAIVER KNOWINGLY,

WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

The terms of the foregoing Credit Agreement, including but not limited to the Section entitled "General," are incorporated into and made a part of this Guaranty as if completely set forth herein and apply to this Guaranty and the undersigned; and you hereby agree to be bound by the provisions thereof.

Each of the undersigned individuals has set his/her hand and adopted his/her seal the word "SEAL" set forth beside his/her name, intending to make this Guaranty a sealed instrument. Likewise, each corporation, partnership, limited liability company, or other entity which is executing this Guaranty has caused this Guaranty to be executed in its name by a person or persons duly authorized to do so and has either applied its corporate seal or adopts the word "SEAL" set forth beside its name as its seal, fully intending this Guaranty to be an instrument under seal.

This Guaranty is entered into effective as of the ____ day of ______, 20___.

INDIVIDUAL GUARANTOR(S):	CORPORATION, PARTNERSHIP, LLC GUARANTOR(S):	
(Seal)		(Seal)
SSN:	SSN:	
(Seal)	By:	_(Seal)
SSN:	Name:	_
(Seal)	Title:	_
SSN:	Tax ID No.	