

CREDIT APPLICATION

Engineering Services & Products Co. d/b/a FarmTek, or d/b/a Growers Supply, or d/b/a FarmTek Equine Supply, or d/b/a ClearSpan (ESAPCO) or any of its divisions, affiliates or subsidiaries located at 1395 John Fitch Blvd, S. Windsor CT 06074-1016. The following information must be completed in full and will be held in the strictest confidence. Please keep a copy for your records. STANDARD TERMS ARE NET 20 DAYS
 PHONE # 800-327-6835 RETURN FAX # 866-523-5821 EMAIL ADDRESS: creditapp@farmtek.com

Business Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Mailing Address, if different: _____
 Telephone: _____ Fax: _____
 Authorized Purchaser: _____ Title: _____
 Years in Business _____ Annual Sales: _____

Credit Line Requested: _____
 Federal ID #: _____
 Tax Exempt: No () Yes () If so attach certificate
 Are PO's Required? No () Yes ()
 Emails: _____
 Tax Exempt / Resale Cert # _____
 () Corporation () Partnership () Proprietor

PERSONAL INFORMATION, OFFICERS, OWNERS, GUARANTORS

Name: _____ SS# _____
 Address: _____
 City _____ State _____ Zip _____
 Telephone: _____ Cell # _____
 Email _____

Name: _____ SS# _____
 Address: _____
 City _____ State _____ Zip _____
 Telephone: _____ Cell# _____
 Email _____

Bank Reference: (Name) _____ Acct# _____
 Street Address: _____ City _____ State _____ Zip _____
 Phone: _____ Fax _____ Contact Person _____ Email : _____

Trade References:

Company: _____
 Address: _____
 City _____ State _____ Zip _____
 Phone: _____ Fax _____
 Email: _____
 Contact Person _____

Company: _____
 Address: _____
 City _____ State _____ Zip _____
 Phone: _____ Fax _____
 Email : _____
 Contact Person _____

Company: _____
 Address: _____
 City _____ State _____ Zip _____
 Phone: _____ Fax _____
 Email : _____
 Contact Person _____

Terms and Conditions of Sale and Related Financial Terms - Engineering Services & Products Company d/b/a FarmTek, or d/b/a Growers Supply, or d/b/a FarmTek Equine Supply, or ClearSpan (ESAPCO) or any of its divisions, affiliates or subsidiaries located at 1395 John Fitch Blvd., S. Windsor CT 06074-1016 standard payment terms are net 20 days. These terms may vary with promotions and material being purchased. **Applicant** hereby certifies that full and timely payment will be made for all purchases. In the event any monies are not paid in full on or before the "Due Date", an interest rate shall accrue on said unpaid balance at the rate of 1.5% per month or the maximum rate allowed by law until paid in full. The **Applicant** shall be responsible for all expenses including but not limited to attorney's fees, court costs and all collection fees. The **Applicant** acknowledges that the seller retains the absolute right to limit the amount of credit or refuse further credit to the buyer at any time at ESAPCO's sole discretion. This Credit Application shall remain assignable by ESAPCO at any time.

The **Applicant** hereby designates the superior court for the Judicial District of Hartford or the United States District Court for the District of Connecticut as exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this agreement and hereby irrevocably consents to such designation, jurisdiction and venue, hereby waives any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceedings initiated in or transferred to the Superior Court for the Judicial District of Hartford or the United States District Court of the District of Connecticut. The **Applicant** agrees that this agreement is for commercial purposes and is not a consumer transaction and waives any right of a notice and hearing under Chapter 903A of the Connecticut general statutes or under any other statute now or hereafter amended or any successor act thereto and authorizes ESAPCO to issue a writ for prejudgment remedy without court order of the posting of a bond.

The **Applicant** hereby grants to ESAPCO a security interest in and upon all customers inventory, equipment, accounts and all proceeds thereof when so ever acquired in consideration of and to secure the repayment of any and all monies owed to ESAPCO now or at anytime hereafter and may file financing statements recording this security interest. **Applicant/Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports requested by ESAPCO.** By signing below, the undersigned individual, who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to FarmTek or its designee (and any assignee or potential assignee thereof) authorizing review of his/her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the above application.

The **Applicant** represents that they have read and fully understands all of the terms and conditions of sale as listed on this application and are authorized to accept these terms and conditions of sale and all facts contained herein are truthful to the best of their knowledge and all goods charged to this account will be for commercial use. **Applicant** represents and warrants that they are not a "consumer" as defined in the Federal Consumer Credit Protection Act or any other consumer credit law. **Applicant** also understands that ESAPCO will be unable to determine whether any given purchase conforms to this commercial use agreement, and agrees that any breach of the provisions of this paragraph will not affect ESAPCO's right to enforce **Applicant's** promise to pay for the credit extended to **Applicant** including related charges or to use any remedy legally available to ESAPCO even if that remedy would not have been available had the Account been established as a consumer credit account. The below **Applicant** hereby permits sharing of credit information with ClearSpan Fabric Structures International, Inc as well as any of ESAPCO's affiliates' or assignee's. **(PLEASE SIGN & DATE BOTH SECTIONS BELOW)**

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Title _____ Print Name: _____ Title _____

Guaranty -In consideration, I/we hereby unconditionally guarantee all monies owed, the obligation of the undersigned shall be a continuing guaranty and not be terminated or changed in any aspect not withstanding any circumstances or occurrence whatsoever which otherwise might terminate or change the obligation of the **Applicant**. I/we shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office. I/we also agree that its liability under this guaranty shall be primary, and that in any right of action which shall occur, ESAPCO at its option may proceed against without having commenced any action against or having obtained any judgment against borrower. ESAPCO shall not, by any act or omission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise, unless such waiver is in writing and signed by the ESAPCO. **(PLEASE SIGN & DATE BOTH SECTIONS BELOW)**

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Print Name: _____