

## CAMPBELL, INC. – CREDIT APPLICATION AND AGREEMENT

This Application is for use ONLY for business / commercial customers and is subject to approval and acceptance by Campbell, Inc. ("CI")

Please FAX back to 864-277-4916

Or [carly@campbellcrane.net](mailto:carly@campbellcrane.net)

Contact:

<b>*BUSINESS INFORMATION</b>				
Business Name		Federal I.D. No.		Years in business
Street Address	City	State	Zip	Business Phone
Type of Business Activity		Parent Corporation		
Type of Business (Sole proprietor, Partnership, corporation, LLC)		If LLC – Member Managed or Manager Managed: If Manager Managed- Name of Manager:		
Accts. Payable Contract	Title	Phone	FAX#	
<b>*PRINCIPALS</b> (FILL OUT THIS SECTION FOR CORPORATIONS, LLCs, AND PARTNERSHIPS)				
Name	Title		Social Security No.	
Name	Title		Social Security No.	
Name	Title		Social Security No.	
Name	Title		Social Security No.	
<b>*PERSONAL INFORMATION – RESPONSIBLE PARTY</b>				
First Name	MI	Last Name	Social Sec. No.	Date of Birth
Street Address	City		State	Zip
<b>*CREDIT REFERENCES</b>				
Bank	Fax No.	Contact Phone	Contact Person	
Supplier	Fax No.	Phone	Contact	
Supplier	Fax No.	Phone	Contact	
Supplier	Fax No.	Phone	Contact	
<b>*AUTHORIZED PURCHASERS</b>				
Name	Title		Social Security No.	
Name	Title		Social Security No.	
The undersigned understands that this is an application subject to acceptance and approval by CI. I agree to be bound by the terms and conditions set forth and incorporated herein and attached hereto.				
Signature	Print Name & Title		Date	

In consideration of the extension of credit by CI, Inc. to the applicant listed in connection herewith ("Renter") and for other good and valuable consideration, Renter hereby agrees as follows:

**1. SECURITY INTEREST.** Renter hereby grants to CI, a continuing purchase money security interest in any equipment, together with all attachments, replacements, accessions, parts and substitutions, additions, repairs and accessories incorporated therein or affixed thereto, and proceeds thereof (collectively, the "Equipment"), as described in this Contract to secure (a) payment and performance of all of Renter's obligations under this Contract, and (b) to the extent permitted by law, indebtedness now or hereafter owing by Renter to CI or its assignees. Renter agrees to execute financing statements or other documentation, and to take such other and further action as may be required by CI, for the purposes of maintaining and perfecting such security interests.

**2. RENTER'S WARRANTIES.** Renter hereby represents and warrants each of the following: (a) the Equipment will be kept at a disclosed work site or Renter's principal place of business as disclosed in this Contract, and Renter will immediately notify CI in writing of any change in work site or principal place of business; (b) Upon delivery and/or fixture of the Equipment to real property, CI shall be deemed to have a valid mechanic's lien in addition to any other security interest described herein as further set forth in paragraph (g) below; (c) Renter will not sell, offer to sell, lease, rent or otherwise transfer or hypothecate the Equipment or any interest therein except as specifically disclosed in a valid Purchase Order; (d) Renter will promptly pay all taxes, fees, and assessments which may be levied or assessed with respect to any sale or rental, or upon the Equipment, or its use; (e) Renter will keep the Equipment free from any adverse lien, security interest, claim or encumbrance and in good order and repair; (f) Renter will permit CI or its Assignee to examine and inspect the Equipment at any time;

**3. RENTER'S WAIVERS.** To the extent permitted by applicable law, Renter hereby waives any and all rights and remedies conferred upon a Renter by applicable law, including, but not limited to, Renter's rights to: (a) rescind this Contract; (b) reject the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages from CI for any breaches of warranty or for any other reason; (e) "cover" by making any purchase or lease of or contract to purchase or lease substitute Equipment; (f) recover any general, special, incidental, or consequential damages; and (g) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Contract; or (h) a security interest in said Equipment. Renter also waives any rights conferred by statute or otherwise which may limit or modify any right or remedy of CI. Any action by Renter or Renter's successor in interest for any alleged breach of this Contract, including breach of warranty or indemnity, must be commenced within one (1) year after any such cause of action accrues.

**4. DISCLAIMER OF WARRANTIES.** To the extent permitted by applicable state law, RENTER UNDERSTANDS AND AGREES THAT CI HAS ASSUMED NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS CONTRACT, AND RENTER'S REMEDIES SHALL BE LIMITED TO THE EXPRESS AND IMPLIED WARRANTIES, IF ANY, MADE BY CI'S SUPPLIER OF EQUIPMENT OR MATERIALS. Renter hereby acknowledges each of the following: (a) CI is the supplier of the Equipment; (b) the Equipment is/ are of a size, design, capacity, description and manufacture selected by the Renter according to specifications provided by the Renter; (c) Equipment delivered according to Renter's specifications shall be deemed suitable and fit for Renter's purposes; (d) CI HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, CI'S TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER; AND CI HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; (e) THE EQUIPMENT ARE ACCEPTED BY RENTER ON AN "AS IS" BASIS, "WITH ALL FAULTS", SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN; and (f) CI shall not be liable to Renter for any loss, damage, or expense, direct, consequential or otherwise, caused directly or indirectly by any Equipment. No defect or unfitness of the Equipment shall relieve Renter of the obligation to pay any installment or perform any other condition under this Contract. Renter hereby assigns to CI, upon the occurrence of any Event of Default, as defined in this Contract, any supplier's or manufacturer's warranty or agreement with respect to the Equipment, to the extent that such warranty or agreement is assignable.

**5. ASSIGNMENTS.** Renter will not, without the prior written consent of CI, (a) voluntarily or involuntarily transfer, sell, assign, pledge, sublet, lend, grant a security interest in, relinquish possession of, or otherwise hypothecate Renter's interest in this Contract, or (b) permit the Equipment or any part thereof to be used by anyone other than Renter or Renter's employees and agents, excepting only as provided for elsewhere herein. CI and any assignee of CI may assign or transfer this Contract without notice to Renter. Any assignee shall have all of the rights, but none of the obligations, if any, imposed upon Seller by this Contract, and Renter agrees that it will not, to the extent permitted by applicable law, assert against any assignee any defense, counterclaim, or offset that Renter may have against CI.

**6. INSURANCE.** Renter represents and warrants that he has and will provide, maintain and pay for physical damage insurance against the loss or theft or damage to the Equipment, for the full replacement value, with CI being the acknowledged loss payee.

**7. TERMS OF PAYMENT.** If Renter does not pay the total new balance within 30 days of the monthly statement due date, a finance charge will be added to the account for the current billing period. The finance charge will be a periodic rate of 2.0% per month computed on the Renter's average daily balance (include current transactions). Payment to CI is due regardless of whether Renter has been paid by its customer[s] and any provision in any contract to which Renter is a party shall be without effect upon this agreement.

**8. AUTHORIZATION FOR PURCHASES.** Renter represents that Renter has fully and truthfully completed, the attached Credit Application incorporated herein. Such Credit Application may contain, in addition to Renter, Renter's authorized representative[s] who may from time to time authorize additional purchases from Renter, either in writing or orally. Such authorization shall remain in effect until Renter's written notice of termination of such authority is delivered to CI.

**9. GENERAL INDEMNITY.** Renter shall indemnify and hold CI harmless from and against any and all claims, losses, liabilities, damages, judgments, suits, and all legal proceedings of any nature whatsoever, including, but not limited to, negligence, tort, and strict liability, and any and all costs and expenses in connection therewith, including attorneys' fees, arising out of or in any manner related to any act or omission of the Renter, and/or Renter's agents, servants or employees.

**10. EVENTS OF DEFAULT.** An Event of Default shall occur hereunder if Renter or any Guarantor of those obligations imposed by this Contract: (a) fails to pay any payment when due, and such failure continues for 5 calendar days; or (b) fails to perform or observe any other covenant, condition or agreement to be performed by Renter hereunder, or either breaches any representation or any representation or provision contained herein; or (c) attempts to remove, sell, transfer, encumber, part with possession, lease or rent any item of Equipment or assign Renter's rights or duties hereunder, excepting only as provided for in paragraph 2 above; or (d) institutes insolvency, bankruptcy or

reorganization proceedings, or such proceedings are instituted against Renter or any guarantor, or if Renter or any guarantor makes a general assignment for the benefit of creditors, or enters into any composition arrangement with creditors; or (e) shall, at any time, be in default under any other agreement with CI; or defaults under the terms and provisions of any mortgage, deed of trust, lease or other encumbrance secured or relating to the real property upon which the Equipment are located; or (g) shall create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or other attachment of any nature upon the Equipment; or (h) dies, or if Renter is a corporation, partnership or other entity, the dissolution or termination of existence of such corporation, partnership or other entity, or the sale or transfer a majority or controlling interest in such corporation, partnership or other entity; or (i) has made a representation, warranty or statement which is false in any material respect when made or furnished; or (j) performs or fails to perform any other act which CI deems to adversely impact the Equipment or CI's security interests therein.

Additionally, an Event of Default shall occur if there is a loss, theft, or substantial damage to the Equipment which is not fully compensable under any policy of insurance.

The failure of CI to require strict performance by Renter of any provision of this Contract shall not constitute a waiver of any right of CI hereunder. No waiver by CI of any breach or default shall constitute a waiver of any other breach or default by Renter or a waiver of any right of CI at law or hereunder.

**11. REMEDIES.** Upon the occurrence of any Event of Default, CI may, in its sole discretion, do any one or more of the following: (a) accelerate all sums due and owing or to become due and owing pursuant to the Contract; (b) institute suit against Renter to enforce performance by Renter of the covenants, terms a provisions of this Contract; (c) require Renter to assemble the Equipment and make the Equipment available to CI in a place to be designated by CI; (d) enter upon any premises where any of the Equipment are located and repossess any or all of the Equipment which have not been affixed to real property; (e) sell any or all of the Equipment at public or private sale; (f) otherwise dispose of any or all of the Equipment; (g) recover from Renter the expenses exercising its rights hereunder, including recovery of attorneys' fees and expenses; or (h) exercise any other right or remedy which may be available to CI.

In the event that any sums due and owing under this Contract are not paid within terms, interest shall accrue on said sums at (a) 2% per month or (b) the highest lawful rate, whichever less. If CI accelerates the entire unpaid balance of Renter's debt to CI, the entire unpaid balance shall bear interest at (a) 2% per month or (b) the highest lawful rate, whichever is less, from the date of acceleration. The exercise of any remedy granted herein shall not constitute an election of remedies, and all remedies set forth herein are cumulative and are in addition to any other remedy available to CI at law or in equity. To the extent permitted by law, Renter hereby waives any duty which may be imposed upon CI in connection with the exercise of any right or remedy by CI. If any notification of the intended sale, lease or other disposition of a of the Equipment is required by law, such notification shall be deemed sufficient if the same is mailed to Renter's address of record via First Class U.S. Mail or other reliable common carrier at least five (5) business days prior to disposition or sale.

**13. PERFORMANCE BY CI.** If Renter fails to make any payment or to perform any obligation imposed on Renter by this Contract, CI may make such payment or perform such obligation. The amount of any such payment, including reasonable attorneys' fees, shall be immediately due and payable to CI. Such sums shall bear interest at (a) 2% per month or (b) the highest lawful rate, whichever is less, from the date that such payment is made or such expense is incurred by CI. This authorization shall not impose upon CI any duty to perform any act which Renter has failed to perform.

**14. USURY.** Notwithstanding any provision contained herein to the contrary, in no event shall interest accrue or be payable in excess of the highest lawful rate.

**15. BENEFIT.** Except as otherwise provided herein, this Contract shall be binding upon CI, Renter and their respective heirs, successors and assigns. (This reference to Renter's assigns shall not constitute a consent to any assignment of this Contract.) If Renter is more than one person or entity, all obligations imposed upon Renter are joint and several. In the event that CI deems it necessary to retain an attorney to enforce any legal rights of CI against Renter, Renter agrees to pay CI's attorneys' fees, expert fees and costs.

**16. SEVERABILITY.** Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid, but if any provision shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract.

**17. RENTER'S ONGOING RESPONSIBILITIES.** Renter acknowledges that CI is extending credit to Renter in reliance upon the representation made in the Credit Application incorporated herein and attached hereto. Renter shall notify CI in writing of any material change in Renter's financial condition. In the absence of such notice, the latest Credit Application on record will be considered a continuing statement and shall be deemed to have the same force and effect as if given by Renter with each extension of credit by CI to Renter.

**18. DELIVERY.** All deliveries of rental equipment shall be made agreed to by and between Renter and CI on a case by case basis. Risk of loss shall pass to the Renter upon CI placing the Equipment in the custody of a carrier for shipment to the Renter or upon CI's delivery of the Equipment to the place agreed upon by Renter and CI. Upon receipt by the Renter of any delivery, the Renter shall inspect same and immediately notify CI of any defects in the products. Failure to timely notify CI in writing of any particular defects within twenty-four (24) hours of receipt (and installation of any materials if done by CI) shall constitute conclusive proof that the equipment and materials were received without defects. In any event, the CI shall not be responsible for any damage caused to the equipment after risk of loss has passed. It is the sole responsibility of the Renter to file any appropriate claims with Renter's insurer and/or the responsible carrier for reimbursement. CI will fully cooperate with the Renter in making such claims against third parties.

**19. CHOICE OF LAW, FORUM & DEFAULT ARBITRATION PROVISION.** This agreement, all subsequent agreements between Renter and CI, and any obligations of the undersigned shall be governed by and construed in accordance with the laws of the State of South Carolina. For purposes of any proceeding involving Renter or CI or any of the obligations of the Renter to CI, Renter hereby submits to the jurisdiction of the courts of the State of South Carolina having jurisdiction in the County of Greenville State of South Carolina, and agrees not to raise, and hereby waives any objection to or defense based upon the venue of any such court or based upon *forum non conveniens*. In the event that this forum selection clause shall be deemed invalid or otherwise unenforceable, it is the parties intention that any disputes involving both Renter and CI shall be resolved by binding arbitration in Greenville, South Carolina in accordance with the AAA Rules for Commercial Arbitration. Parties agree that the subject matter of their dealings with one another touch and concern interstate commerce as that phrase may be contemplated by the Federal Arbitration Act.

**20. ENTIRE AGREEMENT / NO MODIFICATIONS.** This Agreement constitutes the entire agreement among the parties with respect to the matters described herein. This Agreement may not be amended or terminated except by an instrument in writing signed by all of the parties hereto.