



1401 East Sixth Street
Little Rock, Arkansas 72202
501-372-2112 ♦ Fax 501-372-1001

CREDIT APPLICATION / AGREEMENT



LOCATION

PLEASE PRINT OR TYPE

ACCT #
CL

BY: _____ No. of Years _____
Name of Firm or Individual

Bill To Address _____ City, State, Zip _____

Ship To Address _____ City, State, Zip _____

Telephone # _____ Fax # _____ Owner's E-mail Address _____

The following information must be completed in full; and will be held in the strictest confidence.

Have you ever applied for credit before with Darragh? Yes ___ No ___ If so, under what name? _____

OWNERSHIP:

___ Corporation ___ Partnership ___ Individual Incorporated under the State Laws of _____

___ Check here if incorporated within the last 12 months. Kind of Business _____ State Type and Nature of Business _____

Contractors License # _____

(1) _____
Name(s) of Owners Title Social Security(s) # Residence Address City, State, Zip Phone

(2) _____

FINANCE:

Name of Bank _____ Acct # _____ Officer Handling Acct _____

Address of Bank _____ City, State, Zip _____ Phone _____

OPEN ACCOUNT SUPPLIER REFERENCES:

(1) _____
Name Address, City, State, Zip FAX

(2) _____
Name Address, City, State, Zip FAX

(3) _____
Name Address, City, State, Zip FAX

(4) _____
Name Address, City, State, Zip FAX

BILLING INFORMATION:

E-mail: _____

Who to Contact on Questions on Billing _____
Name Phone

Will a Purchase Order be used? _____ Resale Number if used _____ Does your Co require a statement? _____

The undersigned certifies the above credit information is correct and authorizes and directs the above-indicated bank and business reference to verify said information and give additional requested information to DARRAGH COMPANY upon request. The undersigned acknowledges that it has read and agrees to be bound to the terms on the reverse side of this agreement. A faxed copy of my signature can be considered the original.

Print Name Signature Title Date

PLEASE DO NOT WRITE IN THE SPACE BELOW

CREDIT AND OTHER TERMS

The customer requests that **Darragh Company** (hereinafter referred to as "**Darragh**"), sell, rent, service and repair goods and equipment on account in consideration of which the customer and **Darragh** agree as follows:

Darragh may agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. **Darragh** may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement.

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from **Darragh** and expressly disclaims any reliance upon any statements or representations made or to be made by **Darragh** regarding the sale, rental, or repair of any material or equipment. The customer also waives any liability upon **Darragh** for any direct, special, or consequential damages that customer may suffer. In the event of damage to any equipment the customer rents from **Darragh**, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of **Darragh**. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to **Darragh**, the customer shall be responsible for the retail market value of the property as determined by similar sales of similar equipment by **Darragh**. In the event the customer rents any equipment, the customer shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to **Darragh**.

All invoices are payable upon receipt. **Darragh** will charge interest on the unpaid portion of any invoice which is 30 days past due at the highest rate permitted by law. Interest will be accrued from the date of the invoice.

If the customer fails to pay pursuant to the terms of this agreement and **Darragh** elects to take legal action to collect this account, the customer shall pay all costs incurred by **Darragh** including, but not limited to: attorneys fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The customer assigns as security for any indebtedness incurred or to be incurred to **Darragh** under this account all of the customer's presently owned and existing and hereafter acquired and arising: accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds of the foregoing collateral and appoints any representative of **Darragh** as its attorney in fact to sign and file UCC-1 financing statements to perfect the security interests. This transaction shall be governed by the law of the State of Arkansas, and jurisdiction and venue for the hearing for any matter in dispute shall be with the Pulaski County Circuit Court of Arkansas.

The customer authorizes any of its employees it sends to **Darragh** to deliver or pick up equipment or materials, for purchase, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the customer directs **Darragh** to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes **Darragh** to leave the material and equipment at the designated place of delivery. Upon said delivery, the customer will be responsible for said material and equipment. **Darragh's** use of a purchase order number is for the customer's convenience and identification only. This agreement and **Darragh's** General Sales/Rental (Leased) Agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

If the customer is not a corporation, or there is a change of ownership of the customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by Certified Mail, Return Receipt Requested, to **Darragh**. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and, (b) there are no visible defects in the material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives **Darragh** written notice by Certified Mail, Return Receipt Requested, within three (3) days of delivery, the customer waives any claim he may have against **Darragh** for any determinable deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

The customer shall identify and hold **Darragh** harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of the agreement shall not affect the remaining valid portions thereof. **Darragh's** failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of the agreement.