Walder Foundation Products
12439 Maple Street
Ashland, VA 23005
Return to Accounting@walder.com

CREDIT APPLICATION AND PAYMENT AND GUARANTEE AGREEMENT

To induce Walder Foundation Products, LLC to sell merchandise or extend credit to Purchaser or accept business checks from Purchaser, Purchaser and Guarantor must complete and sign this Application and Agreement. All sales are C.O.D. until Walder agrees to extend credit to Purchaser. Only company officers of Walder are authorized to negotiate and agree to credit terms. All sales are subject to the terms stated herein.

Purchaser's Legal Name:_____

Purchaser's Trade Name (if different from legal name)_____

Purchaser's Address:_____City/State_____Zip_____

Billing Address (if different)_____City/State_____Zip_____

Business Tel:_____Fax:_____ Email Address:_____

Employer Identification No. (FEIN):_____Business Type: _____

Tax Exempt No. _____ Certificate of Resale Attached (Y/N) _____

Credit Terms Requested: _____P.O. Required?(Y/N)_____ Date Business Started _____

PURCHASER'S OFFICERS/OWNERS/GENERAL PARTNERS/MANAGING AGENTS/PRINCIPALS/INDIVIDUALS:

Name _____ Title _____ Home Phone _____

Home Address_____Birth Date_____Soc. Sec. #_____

Name _____ Title _____ Home Phone _____

Home Address_____Birth Date_____ Soc. Sec. #_____

Name _____Title _____ Home Phone_____

Home Address_____Birth Date_____ Soc. Sec. #_____

FINANCIAL AND BANKING INFORMATION:

Purchaser's Bank (business checks):_____Check Acct # _____

Purchaser's Bank (other accts: savings; lottery; payroll, etc.)_____ Acct #'s _____

Guarantor's Personal Bank: Checking Acct. _____ Other Accts _____

Has Purchaser ever filed bankruptcy? (Y/N)_____; Has Guarantor ever filed bankruptcy (Y/N)_____

If "yes" to either, provide: Date Filed: _____ Court Name & Location _____

Case#_____ Reason for Filing _____

TRADE /CREDIT REFERENCES:

Name: _____ Address:_____ Contact: _____ Tel:_____

Name: _____ Address:_____ Contact: _____ Tel:_____

Name: _____ Address:_____ Contact: _____ Tel:_____

If business is less than one (1) year old, provide the name, address, telephone # and account # for Guarantor's residential landlord or mortgage company:_____

THIS IS A TWO SIDED DOCUMENT
Review the important payment, guaranty and other terms on the reverse side and sign
Please submit copy of Business License

PAYMENT TERMS & PERSONAL GUARANTEE AGREEMENT

The following terms apply to all sales made or credit extended to Purchaser by Walder Foundation Product, LLC. In consideration of any sale made or credit extended, Purchaser and Guarantor(s) agree to all of the terms stated herein. Purchaser agrees to timely pay all invoices and its account. Guarantor(s) personally agree(s) to guarantee to Walder the payment of Purchaser's invoices, account and any indebtedness owed by Purchaser to Walder including, without limitation, any credit extended to Purchaser. The liability of Purchaser and Guarantor(s) to Walder is joint and several with Purchaser.

Any person signing below agrees that his/her signature is in two capacities: as agent for Purchaser and personally as guarantor, regardless of an agency designation. In consideration of any sale made or credit extended to Purchaser and as a material inducement to Walder to make any sale or extend any credit to Purchaser, Guarantor(s), jointly, severally and unconditionally, personally guarantee(s) to Walder the payment, not merely the collection, of Purchaser's invoices, account and any indebtedness owed by Purchaser to Walder whether presently existing or incurred hereafter. Purchaser's "account" or "indebtedness" includes, without limitation, the administrative account fee, interest, attorney's fees, bank fees for dishonored checks and collection and court expenses as provided below. Purchaser and Guarantor(s) each represent and warrant that the information provided herein is complete and true. Purchaser and Guarantor(s) authorize(s) Walder and its agents to investigate the creditworthiness, employment, income, banking, trade and credit references of Purchaser and Guarantor(s) and report to proper persons and bureaus Purchaser's and Guarantor's performance.

If Purchaser fails to pay his/her/its account or indebtedness when due, Walder may, at its option, levy a $500.00 administrative account fee to Purchaser's account, which fee Purchaser and Guarantor(s) hereby agree to pay on demand, to defray Walder costs to process and collect the account or indebtedness before filing suit. Purchaser and Guarantor(s) agree to pay interest at 18% per annum on any unpaid invoice or other charge from its due date until paid. If Purchaser's account or indebtedness is referred to an attorney to collect, Purchaser and Guarantor(s) agree to pay attorney's fees equal to 25% of the principal amount of the account or indebtedness found due and owing either by settlement or a court of competent jurisdiction and all collection and court costs incurred by Walder to collect the same. Purchaser and Guarantor(s) agree to reimburse Walder on demand for any bank fee incurred because a check or other form of payment is returned unpaid because of insufficient funds or otherwise. Walder may apply payments in the following order: (i) administrative account and bank fees; (ii) interest; (iii) attorney's fees; (iv) collection and court expenses; and (v) principal.

Sales are authorized without a signature on an invoice. Sales conclusively evidence the acceptance by Purchaser and Guarantor(s) of the terms set forth herein without exception. Goods may be sold and credit extended to Purchaser without notice to Guarantor(s) who hereby waive presentment, demand, protest, homestead, default, notice of default and evidence of indebtedness. Guarantor(s) personal guarantee(s) is/are continuing and only may be terminated by written notice delivered by certified mail, return receipt requested, to Walder's office. Guarantor(s) are liable for all sales made or credit extended to or debt incurred by Purchaser before such notice is received. Guarantor(s) personal guarantee is not discharged or affected by his/her death or the impairment of any security interest or collateral, and is binding on Guarantor(s) heirs, executors and legal representatives.

Purchaser and Guarantor(s) irrevocably waive any right to trial by jury in any action or proceeding concerning this Agreement, the Guarantee, Purchaser's account or indebtedness, invoices and the commercial relationship between Walder and Purchaser and/or Guarantor(s). Purchaser and Guarantor(s) agree to submit to personal jurisdiction and venue in a court of competent jurisdiction in Hanover County, VA for all disputes or controversies concerning this Agreement, the Guarantee, Purchaser's account and indebtedness, invoices and the commercial relationship between Walder and Purchaser and/or Guarantor(s).

Guarantor(s) irrevocably waive(s) and agree(s) to not assert any claim (as defined in 11 U.S.C. §101) that Guarantor(s) may now or hereafter have against Purchaser because of payments or transfers made by Guarantor(s) or payments or transfers for which Guarantor(s) are obligated to make to Walder hereunder.

SECURITY INTEREST: Purchaser hereby grants a security interest to Walder in all goods now or hereafter purchased.

Guarantor acknowledge reading this Agreement and Guarantee before signing it.

X _____

Signature of Guarantor **Date** **Social Security Number**

X _____

Signature of Guarantor **Date** **Social Security Number**

FOR OFFICE USE ONLY

Date Received _____

Terms Approved: _____

Salesperson: _____

References Checked and Approved: ( ) Financial ( ) Trade

Comments: _____