

# fingersafe<sup>®</sup> usa, inc.

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## New Account/Credit Application and Personal Guaranty

### BILLING/SHIPPING INFORMATION

BUYER'S OFFICIAL COMPANY NAME \_\_\_\_\_

SHIP TO \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

WEBSITE \_\_\_\_\_

SALES CONTACT PERSON \_\_\_\_\_

PHONE \_\_\_\_\_

### BUSINESS INFORMATION

CHECK ONE  CORPORATION  PARTNERSHIP  PROPRIETORSHIP  SUBSIDIARY

YEARS IN OPERATION \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

SALES TAX EXEMPTION # AND STATE \_\_\_\_\_

SALES PER YEAR \_\_\_\_\_

PRESIDENT/CEO \_\_\_\_\_ TREASURER/CONTROLLER \_\_\_\_\_

VP/FINANCE \_\_\_\_\_ A/P MANAGER \_\_\_\_\_

**BANK REFERENCE**

NAME OF BANK \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_  
BANK ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
BANK CONTACT \_\_\_\_\_

**TRADE REFERENCES**

COMPANY NAME \_\_\_\_\_ CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_ CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_ CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_

By signing this credit application/agreement, the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Fingersafe USA, Inc that:

1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that in the event of default in the payment of the indebtedness, Fingersafe USA, Inc. will be entitled to recover all amounts due plus recovery costs, including reasonable attorney's fees, and that this agreement, its performance, interpretation and enforcement shall in all respects be governed by the laws of the State of Georgia, and that either the federal courts for the southern district of Georgia and/or the Superior or State Court of Chatham County,

shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this indebtedness or collection matters related thereto. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month; 18% per annum, or the maximum judicial rate, whichever is less. The payment due date is 30 days from the shipment of any product from Fingersafe USA, Inc. to Buyer or to a location designated by Buyer.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Fingersafe USA, Inc. becomes aware of during the credit review process and from time to time. The undersigned also understands that Fingersafe USA, Inc. will retain this Application, whether or not it is approved, and that Fingersafe USA, Inc. will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for Fingersafe USA, Inc. to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/ agreement overrides all others.

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATORY NAME (PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

## PERSONAL GUARANTY

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, and in consideration of any financial accommodation heretofore or hereafter at any time made or granted to \_\_\_\_\_, the Buyer/Company set forth in the Application, (hereafter called the "Company"), by Fingersafe USA, Inc. (hereinafter, together with its successors and assigns, called the "Fingersafe") the Undersigned hereby, jointly and severally, unconditionally and irrevocably guarantee(s) to Fingersafe and any transferee of this Guaranty the full and prompt payment of all present and future liabilities of the Company to Fingersafe when due, whether by acceleration or otherwise, irrespective of its nature or the time it arises. If any liability guaranteed hereby is not paid when due, the Undersigned hereby agrees to and will immediately pay same, on demand, without resort by the holder thereof to any other person or party.

The liabilities covered by this Guaranty agreement and hereby guaranteed by the Undersigned (herein referred to collectively and individually as the "Liabilities") include (i) all obligations, liabilities and indebtedness of the Company to Fingersafe, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due; (ii) any and all extensions, renewals, modifications or substitutions of the foregoing, and all expenses, including without limitation reasonable attorney's fees but no less than fifteen (15%) percent of the total amount sought to be collected if Fingersafe endeavors to collect from the Company by law or through any attorney-at-law; (iii) any indebtedness resulting from advances made on the Company's behalf by Fingersafe to protect or preserve the priority of its lien, if any, on any collateral pledged to secure the liability; and (iv) all other charges and expenses, including without limitation late charges, and the payment of all costs, expenses,

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charges and other expenditures required to be made by Company, or which Company agrees to make, under the terms and provisions of any loan documents (as that term is hereinafter defined). As used herein, the term person includes natural persons, partnerships, and incorporated and unincorporated entities and associations of every kind.

The monetary obligation of the Undersigned hereunder is **Equal to All of the Liabilities of the Company.**

The Obligations of the Undersigned to Fingersafe hereunder is primary, absolute and unconditional, except as it may be specifically limited above. Fingersafe and the Undersigned acknowledge that there may be future advances by Fingersafe to the Company (although Fingersafe may be under no obligation to make such advances) and that the number and amount of the Liabilities are unlimited and may fluctuate from time to time hereafter. The Undersigned expressly agree that the Undersigneds' obligation hereunder shall remain absolute, primary, and unconditional notwithstanding such future advances and fluctuations, if any, and agree that, in any event, this agreement is a continuing Guaranty and shall remain in force at all times hereafter, whether there are any Liabilities outstanding or not, until written notice from the Undersigned terminating this Guaranty has been received and acknowledged by Fingersafe following full payment by Company. Such termination shall not affect or impair the Obligations hereunder of the Undersigned by whom or in whose behalf such notice is given with respect to any Liabilities or Obligations existing at the date of receipt of such notice by Fingersafe, and such termination shall not release the Undersigned from liability for payment of (1) any and all Liabilities (as hereinbefore defined) then in existence, (ii) any renewals or extensions thereof, in whole or in part, whether such renewals or extensions are made before or after such termination, and (iii) any damages, losses, costs, interest, charges, attorney's fees or expenses then or thereafter incurred in connection with said Liabilities or any renewals or extensions thereof.

The Obligation of the Undersigned hereby created is joint and several, and Fingersafe is authorized and empowered to proceed against the Undersigned or any of them, without joining the Company or any of the others of the Undersigned. All of said parties may be sued together, or any of them may be sued separately without first or contemporaneously suing the others. There shall be no duty or obligation upon Fingersafe (i) to proceed against the Company or any of the Undersigned, (ii) to initiate any proceeding or exhaust any remedy against the Company or any of the Undersigned, or (iii) to give any notice to the Undersigned or the Company, whatsoever, before bringing suit, exercising any rights to any collateral or security or instituting proceedings of any kind against the Company, the Undersigned or any of them.

This guaranty shall be fully enforceable, notwithstanding any right or power of the Company or anyone else to assert any claim or defense, as to the validity or enforceability of the Liabilities or Obligations, and no such claim or defense shall impair or affect the obligations of the Undersigned hereunder. Without limiting the generality of the foregoing, if the Company is a corporation, partnership, joint venture, trust or other form of business organization, this guaranty covers all Liabilities and Obligations to Fingersafe purporting to be made on behalf of such organization by any officer or agent of the same, without regard to the actual authority of such officers or agent. The term "corporation" shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized or not.

This guaranty shall be deemed to have been made and delivered in the State of Georgia, and shall be governed by the laws of Georgia. Wherever possible each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

The federal courts for the southern district of Georgia and/or the Superior or State Court of Chatham County, Georgia, shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this indebtedness or collection matters related thereto. The Undersigned agrees that the courts of the State of Georgia shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this guaranty or any matter arising therefrom. The Undersigned expressly submit and consent in advance to such jurisdiction in any action or proceeding by such court, hereby waiving personal service of the summons and complaint, or other process or papers issued therein, and agrees that such service of the summons and complaint or process or papers may be made by registered or certified mail (return receipt requested) addressed to the party to be served at its address appearing on Fingersafe's records. Should the party so served fail to appear or answer any summons, complaint, process or papers so served, within thirty (30) days after mailing thereof, such party shall be

deemed in default and an order and/or judgment may be entered as demanded or prayed for in such summons, complaint, process or papers.

IN WITNESS THEREFORE AND IN AGREEMENT HERETO, the Undersigned individual(s) have affixed their signatures and seals and the Undersigned corporation(s) have caused their seals to be affixed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GUARANTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTOR'S NAME (PRINT) \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

GUARANTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTOR'S NAME (PRINT) \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

**\*\*PLEASE PROVIDE US WITH COPIES OF ALL TAX EXEMPTION CERTIFICATES\*\***