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\*Please check box of preferred location for invoices/statements to be sent (address or email)

REV 02.17.2025

# CREDIT APPLICATION

## For Gardner Office Use Only:

DLR	ASD	TERRITORY MANAGER #
OEM	C/L	TERMS
SIGNATURE		

**RETURN TO: Gardner, Salem:**  
artv@gardnerinc.com

APPLICANT'S BUSINESS NAME		PHONE	
STREET ADDRESS	CITY	STATE	ZIP <input type="checkbox"/>
MAILING ADDRESS	CITY	STATE	ZIP <input type="checkbox"/>
TODAY'S DATE	BUSINESS START DATE	COUNTY	FED ID#
WEBSITE ADDRESS		NET 10TH <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>
		REQUESTED CREDIT LINE	

ACCOUNTS PAYABLE CONTACT	AP EMAIL
INCORPORATED IN WHAT STATE?	DATE INCORPORATED?
CHECK ONE:	
SOLE OWNER <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/> (LIST PARTNERS BELOW)
CORPORATION <input type="checkbox"/> (LIST OFFICERS BELOW)	LLC <input type="checkbox"/> (LIST ALL MEMBERS BELOW)

### PRINCIPALS' INFORMATION (REQUIRED)

PRINCIPALS NAME (PLEASE TYPE OR PRINT)	HOME: OWN <input type="checkbox"/> RENT <input type="checkbox"/>	HOME PHONE
TITLE	STREET ADDRESS	SOCIAL SECURITY #
NAME	CITY STATE ZIP	DATE OF BIRTH
PRINCIPALS NAME (PLEASE TYPE OR PRINT)	HOME: OWN <input type="checkbox"/> RENT <input type="checkbox"/>	HOME PHONE
TITLE	STREET ADDRESS	SOCIAL SECURITY #
NAME	CITY STATE ZIP	DATE OF BIRTH

### CREDIT REFERENCES (REQUIRED)

1. NAME			3. NAME		
PHONE	EMAIL		PHONE	EMAIL	
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
2. NAME			4. NAME		
PHONE	EMAIL		PHONE	EMAIL	
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

### BANK REFERENCES (REQUIRED)

NAME OF BANK	BRANCH ADDRESS	PHONE	COMMERCIAL ACCOUNT #	LOAN ACCOUNT #
1.				
2.				

### SALES TAX EXEMPTION INFORMATION (REQUIRED)

EXEMPT FORM STATE OF \_\_\_\_\_ SALES TAX (CHECK ONE) YES  NO

STATE SALES TAX EXEMPTION I.D. # \_\_\_\_\_ CERTIFICATE REQUIRED

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## SIGNATURES REQUIRED AT THE END OF THIS SECTION WHERE INDICATED

**1. The Parties.** This Credit Agreement is made and entered into between the Applicant, as identified on the Credit Application, and Gardner. "Gardner" means, collectively, any and all subsidiaries and affiliates of Gardner, Inc., including Gardner, Inc. itself, whether existing now or created in the future, together with the successors and assigns of such entity.

**2. Applicant Certification.** Applicant certifies that all of the information provided on the Credit Application is true and correct, and agrees that as an inducement for Gardner to accept orders from or otherwise extend or make available credit to Applicant, the Applicant hereby agrees to comply with the terms of sale. Applicant also hereby authorizes Gardner, including its representatives, to contact listed credit references and to make any arrangements with one or more credit information agency to verify the information provided by Applicant or determine the creditworthiness (or for any other reason) of the Applicant. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Gardner's subsidiaries and affiliates. Applicant authorizes Gardner to request, obtain and share information with other creditors of Applicant. Applicant shall also provide to Gardner advanced written notice of a proposed change in twenty-five percent (25%) or more of the ownership or control of Applicant's business or assets. Applicant acknowledges and agrees that Gardner is relying on the accuracy of all information provided herein unless and until any information is changed by Applicant's written notice to Gardner. Applicant attests to its financial responsibility, ability, and willingness to pay the invoices arising from Gardner's provision of goods or services in accordance with any terms and conditions reflected thereon.

**3. Payment Term.** All payments shall be made in full, in accordance with the payment terms, via ACH direct debit or other payment forms acceptable to Gardner by the 10th day of the month following the month of the invoice, unless the invoice provides conflicting payment terms, in which case the terms of the invoice shall control.

**4. Security Agreement.** In order to secure timely and full payment and performance of all present and future obligation (direct or indirect, absolute or contingent) of Applicant to Gardner (the "Obligations"), including but not limited to all promissory notes and sales on credit, Applicant hereby grants to Gardner a security interest in all of the following business assets of Applicant, wherever located and whether now owned or hereafter acquired: all goods, equipment, machinery, inventory, accounts, accounts receivable, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including without limitation, all customer files, customer lists, signs, appliances, cash registers, computers, computer software, hardware, shelving, check-out counters, compressors, generators, freezers, coolers, display cases, records, sundries, general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral"). All items of Collateral shall remain personal property and shall not become part of any real estate regardless of the manner of affixation. Applicant hereby authorizes Gardner to file financing statements describing the Collateral, and any necessary future amendments or continuations thereto, in any and all public offices which Gardner deems such filing to be necessary or desirable.

**5. Term of Security Agreement.** Applicant agrees that until the Product is indefensibly paid for in full, Gardner retains, and the Applicant hereby grants a security interest to Gardner in the Collateral and product Gardner has sold or is selling to Applicant, together with all proceeds thereof ("Product").

**6. Late Payment.** Gardner may assess a finance charge calculated at the rate of 1.5% per month, (18% per annum or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Gardner when due under the terms of this Agreement. Failure or delay by Gardner to bill Applicant for any such service charge will not waive Gardner's right to receive the same.

**7. Effect of Default.** In the event of default in payments on any invoices or other agreements between Applicant and Gardner, Gardner shall have the right to declare all invoices immediately due and payable, and in the event of any bankruptcy or insolvency of Applicant, all invoices shall immediately become due and payable without notice or any further action on the part of Gardner, which Applicant hereby waives. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Gardner to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.

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**8. Entire Agreement.** This Agreement, and any purchase order, and all exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bid responses, and understandings between the parties relative to the subject matter hereof. Except as otherwise provided herein, no changes to this Agreement or any purchase order will be made or be binding upon either party unless made in writing and signed by each party; provided, however, that Gardner may increase, decrease, revoke, or limit the amount and terms of credit extended to Applicant. No course of prior dealings between the Applicant and Gardner and no usage of trade shall be relevant or admissible to supplement, to explain, or vary any of the terms of this Agreement. If any provision hereof is prohibited by law, such provision(s) shall be ineffective without invalidating the unoffending portions of the Agreement.

**9. Supplemental Agreements.** In the event Applicant enters into any loan agreement or any one or more promissory notes, security agreements, vendor agreements, mortgages, guaranties, control agreements, or other related documents (collectively, "Supplemental Agreements"), and there is any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Supplemental Agreements, the terms and conditions of the Supplement Agreement shall control; provided, however, that non-conflicting terms in this Agreement shall survive.

**10. As used herein, the term "or" shall be inclusive.**

**11. Authorized Signatory.** The Authorized Signatory represents that he/she has the authority to bind Applicant to this Agreement. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for personal, family, or household purposes. Recognizing that the company's principal(s)' credit history may be a factor in the evaluation of Applicant's credit history, the principal(s) hereby consent to the use of a consumer credit report by Gardner as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

**12. Forum Selection.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio without regard to it conflicts of law principles. Applicant and Guarantor(s) agree that any controversy arising under or in relation to this Credit Agreement shall be litigated exclusively in the courts of the State of Ohio situated in Franklin County, Ohio; provide, however, that Gardner has the exclusive right to elect to bring such suit in any other court of competent jurisdiction. Applicants and Guarantor(s) irrevocably consent to service of process, jurisdiction, and venue in the courts of the State of Ohio situated in Franklin County Ohio; agree not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise.

***\*Pricing is subject to change.***

NAME: (Please Print) \_\_\_\_\_ (Name Only - No Title)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**GUARANTY**

In order to induce Gardner to enter into contracts with or extend credit pursuant to this Credit Application and Credit Agreement, each undersigned principal of Applicant (as defined above) (each a "Guarantor"), by reason of his or her financial interest in Applicant, and intending to be legally bound, hereby jointly and severally, irrevocably and unconditionally guaranties to Gardner, and its subsidiaries, affiliates and successors the prompt and full payment (and not merely the ultimate collection) and performance of all Obligations (as defined above) to Gardner, whether now existing or hereafter arising, including any payment made to Gardner that is subsequently avoided in bankruptcy or recovered from Gardner for any reason. Each Guarantor hereby waives (i) notice of any and all acceptances of this guaranty, presentment for payment, demand, notice of dishonor or other nonpayment, protest and notice of protest with respect to any and all Obligations; and (ii) any and all defenses arising by reason of any failure by Gardner to pursue Applicant or any of its assets, any impairment of collateral, notice of sale or other disposition of any collateral or security now held or hereafter acquired by Gardner, and any and all suretyship defenses or defenses arising out of the guarantor-principal relationship. Without the consent of or notice to any Guarantor: (a) any extension, forbearance, lenience, and indulgence of any nature, whether one or more, may be granted to Applicant; (b) any contracts, agreements, leases, or other documents or arrangements may be modified, substituted, amended or replaced; (c) additional collateral, security, or guaranties may be accepted from Applicant or others from time to time; and (d) any collateral, security, or other guaranties may be released, modified, or substituted from time to time. This is a continuing guaranty and the obligations of each Guarantor may not be revoked or limited so long as Gardner continues to extend credit to Applicant and/or its successors and assigns. Each Guarantor's obligations continue regardless of whether the Guarantor maintains a relationship with the Applicant hereafter; and a Guarantor may only be released from its obligations by the express written release by Gardner; and the Guarantor shall not be released or discharged by operation of any extension of time, modification, substitution, settlement, or compromise granted to Applicant or by change in the legal form or ownership of Applicant. While this Guaranty and the Credit Agreement are separate agreements, the terms of the Credit Agreement are incorporated herein as if fully re-written, including but not limited to the Forum Selection.

**EACH GUARANTOR ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY GARDNER FROM TIME TO TIME AS GARDNER MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.**

**GUARANTOR CONTACT INFORMATION**

NAME: (Please Print) \_\_\_\_\_ (Name Only - No Title)  
Social Security # \_\_\_\_\_ Phone \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_