

Pathfinder Power Solutions,  
A division of Yancey Bros. Co.  
330 Lee Industrial Blvd.  
Austell, GA 30168  
TEL: 678-945-2706 FAX: 678-945-0293

## Credit Application and Agreement

I am submitting this Application for purposes of obtaining credit from Yancey Bros. Co. d/b/a Pathfinder Power Solutions (hereinafter "Pathfinder")

Applicant Name \_\_\_\_\_ Trade Name (if different) \_\_\_\_\_

Physical Address: \_\_\_\_\_  
City State Zip County

Billing Address: \_\_\_\_\_  
City State Zip County

Business Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Business: \_\_\_\_\_ Business Start Date: \_\_\_\_\_ Time as Current Owner \_\_\_\_\_

Type of Business:  Sole Proprietorship  Corporation  General Partnership  L.L.C.  Other \_\_\_\_\_

Federal ID# \_\_\_\_\_ Sales Tax Exempt?  Yes  No (If yes, please attach copy of exemption certificate)

# of Employees \_\_\_\_\_ **If renting, Commercial General Liability and Property Damage Insurance Certificate should be submitted with this Credit Application.**

Purchase Orders Required:  Yes  No \_\_\_\_\_ YBCo Salesman # \_\_\_\_\_

### **BANK REFERENCES:**

1) \_\_\_\_\_ Contact \_\_\_\_\_ Ph # \_\_\_\_\_  
2) \_\_\_\_\_ Contact \_\_\_\_\_ Ph # \_\_\_\_\_

### **TRADE REFERENCES:**

1) \_\_\_\_\_ Contact \_\_\_\_\_ Ph # \_\_\_\_\_  
2) \_\_\_\_\_ Contact \_\_\_\_\_ Ph # \_\_\_\_\_  
3) \_\_\_\_\_ Contact \_\_\_\_\_ Ph # \_\_\_\_\_

### **LIST ALL STOCKHOLDERS, OFFICERS, PARTNERS, OWNER(S), PRINCIPALS (Please attach additional sheet if necessary)**

Name/Title \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_ % of Ownership \_\_\_\_\_

Name/Title \_\_\_\_\_ Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_ % of Ownership \_\_\_\_\_

## **PATHFINDER OPEN ACCOUNT TERMS AND CONDITIONS**

Complete terms and conditions are available in larger font upon request and also at [Pathfinderpower.com/terms](http://Pathfinderpower.com/terms) and are incorporated herein by reference.

1. The Applicant set forth above (hereinafter "Applicant") and each other person signing below warrant(s) that the information provided herein and in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to Applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. If Applicant is a corporation, partnership or limited liability company, the undersigned affirmatively states that he/she is authorized to make application on behalf of said organization and to obligate same for any credit extended thereto as a result of this application.

All invoices charged to an approved open credit account are due and payable within 30 days of the invoice date unless otherwise indicated in a particular invoice; provided that invoices for Equipment Sales are due upon receipt. Accounts which are not paid within terms will be assessed a delinquency charge at the maximum rate permitted by law. It is expressly understood that the existence of a delinquency charge does not affect Applicant's obligation to pay the account in full when due.

2. Terms are subject to change with notice to Applicant. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Pathfinder immediately of any failure of delivery, shortage, discrepancy, or error. If Applicant disputes any Pathfinder invoice, Applicant must notify Pathfinder, in writing, of such dispute and the reason(s) therefor, not later than thirty (30) days from the date of the invoice, mailed to Pathfinder, Attn: Credit Manager, 330 Lee Industrial Blvd, Austell, GA 30168. Failure to provide such notice waives Applicant's rights to dispute such invoice.

**(Terms & Conditions Continued on page 2)**

3. If, after delinquency, Applicant's account is referred to an attorney for collection by suit or otherwise, Applicant agrees to pay reasonable charges incurred by Pathfinder, including attorney's fees of 15% of the total amount of principal, interest, and charges due Pathfinder and court costs.

4. Applicant hereby expressly waive(s) notice of (i) acceptance of this instrument, (ii) any default, (iii) non-payment, (iv) protest of account, (v) partial payment, (vi) presentment, (vii) protest, (viii) demand, and (ix) any and all other notices whatsoever. Applicant further waives any right of notice or bond and acknowledges this is a commercial transaction.

5. These terms and conditions along with the terms and conditions on Pathfinder's invoices, delivery tickets, rental agreements, and rental out agreements, which are incorporated by reference, represent the entire agreement between the parties hereto. No other terms—including those on Applicant's purchase orders—which are different or may add to, modify, supersede or otherwise alter the terms herein, are applicable to the parties hereto without the prior, express, written approval signed by an authorized representative of Pathfinder

6. Pathfinder's, liability for any damages claimed by Applicant is limited to the purchase price of the goods or services in question. This Agreement shall be governed by and construed under the laws of the State of Georgia, without reference to any choice of law doctrine.

**SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER**

By signing, Applicant and each other person signing below agrees they have read and understand and agree to all terms and conditions of credit from Pathfinder set forth herein. Do not sign this agreement until you have read it. You are entitled to a copy of the signed agreement. The Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Pathfinder orally or in writing any information which is pertinent to this application.

BY: \_\_\_\_\_ / \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature Print Name

BY: \_\_\_\_\_ / \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature Print Name

**UNCONDITIONAL PERSONAL GUARANTY**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged and agreed to, and in consideration of any credit now or hereafter extended to the Applicant named in this Credit Application and Agreement or any subsidiary or affiliated or associated organization of said Applicant, or assigns or successor of Applicant, the undersigned hereby unconditionally and individually GUARANTEE(S) the full and prompt payment when due and at all times hereafter, of any and all obligations of the Applicant to Pathfinder, however and whenever incurred or evidenced, and the undersigned further agree(s) to pay all costs and expenses incurred by Pathfinder in endeavoring to collect said obligation from the Applicant and/or the undersigned, including, but not limited to, attorneys' fees of 15% of the total amount of principal, interest, and charges due Pathfinder from the Applicant should the same be collected by or through an attorney at law, whether collected by suit or otherwise. This Guaranty is a guaranty of payment and not of collection. This Guaranty is an **UNLIMITED**, unconditional and continuing guaranty and shall remain in full force until the undersigned delivers to Pathfinder, Attn: Credit Manager at 330 Lee Industrial Blvd. Austell, GA 30168, written notice by certified mail revoking this Guaranty as to indebtedness incurred subsequent to such delivery of revocation. The undersigned agree(s) that any such revocation shall not limit or terminate this Guaranty as to goods or services already sold. The undersigned agree(s) that this Guaranty shall be binding upon the undersigned and the undersigned(s) heirs, executors, administrators, assigns, and representatives. The undersigned expressly represent(s) and acknowledge(s) that the credit extended by Pathfinder to Applicant is and will be of interest, benefit, and advantage to the undersigned and expressly state(s) that any financial statement given to Pathfinder for Applicant applying for credit with Pathfinder is true and correct and further understand(s) that said financial statement(s) shall be relied upon by Pathfinder in deciding to grant credit to Applicant. The undersigned hereby expressly waive(s) notice of (i) acceptance of this instrument, (ii) any default, (iii) non-payment, (iv) protest of account, (v) partial payment, (vi) presentment, (vii) protest, (viii) demand, and (ix) any and all other notices whatsoever. The undersigned expressly agree(s) that any lawsuit or action hereunder may be brought directly against the undersigned without first proceeding against the Applicant. The undersigned also agree(s) that Pathfinder may, without notice, surrender, compromise, substitute or exchange the collateral, if any, securing Applicant's obligation and renewal thereof. The undersigned waive(s) sufficient homestead exemption to cover the debt and/or any collateral herein, and the undersigned further waive(s) any other exemption(s) which the undersigned is/are or may be entitled to by virtue of the Constitution of the United States of America or any other State of the United States of America to pay the indebtedness here, principal, interest, attorneys' fees, and costs. The undersigned agree(s) Pathfinder's, liability for any damages claimed by the undersigned is limited to the purchase of the goods or services in question. This Guaranty shall be governed by and construed under the laws of the State of Georgia, without reference to any choice of law doctrine. By signing this Guaranty, the undersigned consent(s) to Pathfinder obtaining a consumer credit report on the undersigned for the purposes of evaluating the creditworthiness of the undersigned in connection with an application for business credit.

IN WITNESS WHEREOF the undersigned has/have set his/her/their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GUARANTOR SIGNATURE: \_\_\_\_\_

GUARANTOR SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

Page 2 of 2

Rev. 2020