

CREDIT APPLICATION : RMS, Inc.

Name of Applicant: _____ (the "Company")

Credit Amount Requested: \$ _____

Address (principal office address of legal entity or individual applicant's home address):

Street or P.O. Box _____ City _____ State _____ Zip _____

Billing or Delivery Address (if different):

Street or P.O. Box _____ City _____ State _____ Zip _____

Phone (_____) _____ E-mail address: _____

Drivers License Number (if an individual): _____ and State of License: _____

Legal Entity (check one): Proprietorship General Partnership Limited Partnership LLC
 C Corporation S Corporation Other (Describe: _____)

Sales Tax Exemption No. _____ Federal Taxpayer ID (for legal entity): _____ Annual Net Sales: \$ _____

Mo/Year Company Started: ____/____ Mo/Year Current Ownership Began ____/____

PRINCIPAL(S) OF THE COMPANY: Please print the name(s), title(s), and percentage ownership, as applicable, of all owners, corporate officers, members or partners. Any principal(s) who own 25% or more of the Company, must provide their social security number(s) below.

-Principal #1
Name: _____; Title: _____; % of Ownership: _____; SSN: _____ -
Principal #2
Name: _____; Title: _____; % of Ownership: _____; SSN: _____
-Principal #3
Name: _____; Title: _____; % of Ownership: _____; SSN: _____

BANK REFERENCE

Bank Name: _____ Contact: _____
Address: _____ Phone (_____) _____
Account Number: _____ Average Balance: \$ _____

TRADE REFERENCES

Reference Name: _____ Contact: _____ Account Number: _____
Address: _____ Phone (_____) _____
Reference Name: _____ Contact: _____ Account Number: _____
Address: _____ Phone (_____) _____

Please Answer the Following:

- 1) Has the Company and/or any principal(s) ever defaulted on a loan? Yes No
 - 2) Has the Company and/or any principal(s) of the Company ever been the subject of a judgment or tax lien or the defendant in a lawsuit? Yes No
 - 3) Has the Company and/or any principal(s) of the Company ever filed bankruptcy, or had an involuntary petition for bankruptcy filed? Yes No
- If you answered "yes" to any of these questions, please provide complete details and dates: _____

APPLICANT SIGNATURE: By his/her signature below, the undersigned certifies that he/she is fully authorized by the Company to execute this Application and to bind it to the terms and conditions in this Application. The undersigned further acknowledges that all information in this application is true and correct. By signing below, you further authorize RMS, Inc., to check with credit reporting agencies and other sources, as we deem appropriate in considering this Application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in receiving or collecting any accounts opened as a result of this Application.

Signature of Principal of Company: _____ Date: _____
Print name: _____ Title: _____

PERSONAL GUARANTY: (To be completed by a Company principal described on the related Credit Application)

Name: _____; Date of Birth: _____; Soc. Sec. No.: _____

Home Address: _____; Home Phone: _____

In consideration of financing provided by RMS, Inc. ("RMS") and/or the Equipment and Product Conditional Use Agreement(s) ("Consignment Agreement") between Applicant and RMS, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of the Consignment and Account Agreements, and further agrees to pay the total balance due on the account opened pursuant to the Consignment and Account Agreements, upon demand, without requiring RMS to first proceed to enforce payment against the Applicant also liable on this account, in the event of default under the Consignment and Account Agreements that governs this account. The undersigned hereby waives any notices regarding the Account Agreement or this guaranty, and agrees that this guaranty shall be applicable until the Consignment and Account Agreements have terminated and all amounts due thereunder have been paid in full. The undersigned guarantor agrees that in the event the account is not paid as agreed, RMS may report the undersigned's liability for the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that his/her personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained.

Signature: _____; Date: _____

ACCOUNT AGREEMENT

This consignment account ("Account") is a service of, and credit and/or goods and/or services will be extended by RMS. The application, related guaranty and this agreement shall be governed by West Virginia law. By his/her signature on the application, the signer ("Authorized Signer") certifies that (a) the information on the application and any attachments thereto are true and accurate; (b) he/she has the authority to approve RMS' receipt and exchange of financial and credit information about the company; (c) he/she has the authority to request that an account be established in the company's name; (d) the account will be used for commercial and business purposes only and not for consumer or household purposes; (e) he/she agrees to provide additional information, including financial statements and business tax returns, about the company as reasonably requested by RMS now and from time to time hereafter and to hold harmless RMS, or its designee, or the supplier of the credit information from liability for providing such credit information; and (f) he/she has the authority to bind the company to the terms and conditions of this agreement and agrees that the company shall be liable for all charges on the account, net due in 30 Days. All billing statements, notices, communications and account information will be sent to the authorized signer at the company address shown on the application unless he/she notifies us in writing of the name of the individual he/she designates to receive such mailings and/or of a different mailing address. The company is responsible for the use of the account by its employees' and agents' if the application is approved and the account is established. Any sum due on the account which remains unpaid 30 days or more after the date of any invoice shall accrue interest at the rate of one and six tenths percent (1.6%) per annum, compounded monthly, beginning on the thirty-first (31st) day following the date of such invoice. The acceptance by RMS of any late charge or interest payment shall not constitute a waiver of any of RMS' rights or remedies under the agreement.

Signature of Principal of Company: _____ Date: _____

Print name: _____ Title: _____

Approval: Yes No Reason Declined: _____

Credit Limit: \$ _____; Salesperson: _____; Date: ___/___/___

Payment Method Instructions: Monthly Invoice Monthly Statement Purchase Order

Other: _____