

ACCOUNT AGREEMENT AND TERMS

The person/entity ("Customer") submitting this application to MacAllister Machinery Co., Inc. ("MMC") agrees to the following conditions:

1. A late charge of 1.50% PER CENT per month shall be assessed on all accounts after the expiration of the terms granted.
2. All transactions are assumed to be taxable in all relevant jurisdictions unless MMC receives a valid Tax Exemption certificate.
3. All invoices will be paid to MMC in accordance with the terms and conditions of this Agreement or as otherwise agreed to by MMC in writing.
4. All invoices are due and payable at the remittance address shown on the face of the invoice within 30 days of the date of the invoice.
5. Customer agrees that it may from time to time be owed money from MMC due to contracts or transactions between the Customer and MMC which are separate and distinct from the transactions contemplated in this Credit Application and Agreement. MMC will have the right to withhold from the Customer any monies owed by MMC to the Customer in connection with any such contracts or transactions and to offset the same against any sums owed by the Customer to MMC in such amounts as may be deemed by MMC to be reasonably necessary to cover such indebtedness of the Customer. So long as this right of offset is carried out in good faith, the Customer waives any claims against MMC for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
6. MMC is authorized to file any and all job lien notices, construction job liens, notice of furnishings, mechanics liens or other remedies to protect its interest in equipment or machinery, rental equipment, service, parts and all related accounts. Customer agrees to furnish MMC with all information requested by MMC for the proper completion and service of any notices under the lien laws.
7. Delivery of material to the site constitutes delivery to Customer, regardless of whether the Customer or his agent is at the site at the time of delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by MMC, regardless of the cause of delay. Any claims for adjustments or corrections of billings, must be made within five (5) days of receipt of invoice.
8. MMC will not be responsible for incidental, consequential, special or other damages caused by the delay in delivery, breakdown or mechanical failure of any equipment rented to the Customer.
9. Jurisdiction for the enforcement of any transaction made pursuant to this credit application shall be in the County of Marion, State of Indiana. The law and decisions of the State of Indiana shall govern all transactions taking place between the parties.
10. If Customer enters into a separate retail installment contract, loan agreement, lease agreement or similarly titled document signed by the parties for the financing of goods and/or services, the terms and conditions such document shall prevail in the event of a conflict with the foregoing terms and conditions.

PERSONAL GUARANTEE

In consideration for, and as an inducement and incentive to MacAllister Machinery Co., Inc., and/or any of its subsidiaries (herein referred to as "Creditor) to loan money, extend credit and/or sell goods, wares, equipment, fixtures and merchandise (herein collectively referred to as "goods") to: _____ (Company Name),

located at: _____ (Herein referred to as "Debtor"), the undersigned (herein referred to as "Guarantor", whether one or more) absolutely guarantees payment to Creditor of all past, present and future indebtedness in addition to all interest, expenses, reasonable costs of collection, reasonable attorneys' fees or other obligations due in connection with such indebtedness of Debtor to Creditor. This guarantee shall continue in full force and effect until all obligations which are guaranteed by this instrument, are fully discharged. With or without notice to Guarantor, Creditor shall have the unrestricted right to renew, extend, modify, accelerate and/or compromise any indebtedness of Debtor and to accept, substitute, surrender or otherwise deal with any collateral security or guaranties provided by Debtor to Creditor. No such action by Creditor shall affect Guarantor's liability in any manner. Creditor may proceed against Guarantor for any amount guaranteed pursuant to this instrument whether Debtor is joined in any such action or not. This is a guaranty of payment and not collection. Guarantor expressly waives notice of default by Debtor, and Guarantor expressly waives notice of acceptance of this guarantee, presentment and dishonor.

GUARANTOR

Name Printed _____

Signature _____

SS # _____

Address _____

CO-GUARANTOR (including spouse if offered)

Name Printed _____

Signature _____

SS # _____

Address _____