

Level 5 Companies, LLC.
DBA Level 5 Loading
5861 S Kyrene Rd. suite 10,
Tempe AZ 85283
Phone:602-643-5922



FOR OFFICE USE ONLY
Account #: _____
Credit Limit: _____
Account Manager: _____

Commercial Credit Application

PART 1- BUSINESS/APPLICANT INFORMATION

Legal Business Name: _____
DBA (if applicable): _____
Legal Structure: Corporation Partnership LLC LLP Sole Proprietor Non-Profit
Business Street Address: _____
City: _____ State: _____ Zip Code: _____
Tax Identification Number: _____ Business Telephone No.: _____
Credit Line Requested: \$ _____ (Financial statement required if over \$50,000)
Contact Name (first, middle initial, last): _____
Title: _____
Email address: _____ Telephone No.: _____

PART 3- OWNER(s) INFORMATION

1) Full Name (first, middle initial, last) owner: _____
Title: _____ Social Security #: _____
Home Street Address: _____
City: _____ State: _____ Zip Code: _____
Email address: _____ Telephone No.: _____
2) Full Name (first, middle initial, last) owner: _____
Title: _____ Social Security No.: _____
Home Street Address: _____
City: _____ State: _____ Zip Code: _____
Email address: _____ Telephone No.: _____

PART 4- BANK REFERENCES

1) Financial Institution Name: _____
Contact Person: _____ Telephone No.: _____
Address: _____
Account Type: savings checking Account No.: _____

PART 5- TRADE CREDIT REFERENCES

1) Company Name: _____
Contact Person: _____ Telephone No.: _____
Address: _____
2) Company Name: _____
Contact Person: _____ Telephone No.: _____

Address: _____

3) Company Name: _____

Contact Person: _____ Telephone No.: _____

Address: _____

PART 5- TERMS & CONDITIONS

1. This Application, along with Level 5 Loading's invoices and (if applicable) the Electronic Funds Transfer ("EFT") Authorization Agreement (both of which are expressly incorporated herein by reference) (collectively, the "Credit Agreement"), represent the entire agreement between Customer and Level 5 Companies, LLC., DBA Level 5 Loading ("Level 5 Loading") regarding Customer's purchase of loading products from Level 5 Loading (the "Products") and Level 5 Loading's extension of credit to Customer for same. The Credit Agreement may not be contradicted by any evidence of prior, contemporaneous or subsequent oral agreements of the parties. No other terms, including in a purchase order from Customer, shall add to, modify or supersede the Credit Agreement, and are hereby rejected.
2. Customer agrees to pay for any Products purchased from Level 5 Loading according to the terms of Level 5 Loading's invoice (including, without limitation, prices and payment due dates) and, if applicable, those in Level 5 Loading's EFT Agreement. If Customer fails to make any payment to Level 5 Loading when due, in addition to any other remedies available to it under the Credit Agreement and/or at law or equity,
 - (a) Customer's entire account with Level 5 Loading shall become immediately due and payable, without notice or demand;
 - (b) Level 5 Loading shall be under no obligation to sell or deliver any additional Products to Customer and may elect to cancel all or any part of Customer's unfilled orders; and/or
 - (c) Level 5 Loading may pursue the collection of any unpaid amounts. These remedies are cumulative and may be enforced separately or concurrently.
3. Customer shall pay Level 5 Loading a service charge of two percent (2%) per month (24% per annum) on all past due amounts hereunder Level 5 Loading shall be entitled to recover from Customer all costs and expenses it incurs in enforcing its rights under the Credit Agreement, including, but not limited to, attorneys' fees and costs incurred in collecting any unpaid amounts owed, whether prior to litigation, during litigation or pre or post judgment.
4. Level 5 Loading reserves the right, at any time and for any reason in its discretion, to deny credit to Customer, terminate the Credit Agreement, refuse to permit further credit purchases by Customer or reduce Customer's credit limit. If this Credit Agreement is terminated for any reason, Customer's credit account shall be closed without further notice and Customer shall immediately pay Level 5 Loading all amounts owed in full. Level 5 Loading further reserves the right to amend the Credit Agreement, or any part of it, at any time and for any reason, upon notice to Customer. Customer's purchase of Products following notice of any such amendment shall be deemed acceptance by Customer of any such amendments. If Customer does not agree to an amendment by Level 5 Loading, it must immediately notify Level 5 Loading in writing and the Credit Agreement shall be terminated without further notice. Level 5 Loading shall not be responsible for any losses or damages Customer may incur due to any denial or reduction of credit or amendment to or termination of the Credit Agreement.
5. Level 5 Loading shall not be obligated to furnish Products, or be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with workers, lockouts, fires, foreign or domestic governmental authority, war conditions, accidents, delays by railways or other methods of transportation, or other causes beyond its control, render it impracticable for Level 5 Loading to do so.
6. Level 5 Loading's liability to Customer (and its employees, invitees, customers or to any other parties), if any, arising from or related to the Products and/or the Credit Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise, shall be limited to a refund of the amounts Customer has paid Level 5 Loading for the Products at issue, minus the value of any portion of those Products used by Customer, as measured by the price of the Products in Level 5 Loading's invoice. Level 5 Loading shall not be liable to Customer for any other damages or losses, including compensatory, consequential, incidental and/or punitive damages, lost profits, loss of use of facilities or equipment and/or claims by third parties.
7. Level 5 Loading expressly disclaims any and all express warranties related to the Products. Any affirmation of fact, promise or product description made by Level 5 Loading (if any) related to any Products shall not be regarded as part of the basis of the parties' bargain and shall not be deemed to create an express warranty that such Products conform to

same. LEVEL 5 LOADING MAKES NO OTHER WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER PURCHASES THE PRODUCTS FROM LEVEL 5 LOADING "AS IS" AND "WITH ALL FAULTS." LEVEL 5 LOADING SHALL NOT BE LIABLE, EXCEPT AS OTHERWISE EXPRESSLY AGREED TO IN WRITING, FOR THE SELECTION, QUALITY, CONDITION, SUITABILITY, OPERATION, OR PERFORMANCE OF THE PRODUCTS PURCHASED BY CUSTOMER.

8. Customer shall defend, indemnify and hold harmless Level 5 Loading from and against any and all suits, claims, actions, losses, damages, liabilities, judgments, awards or costs (including, without limitation, attorneys' fees) relating to or arising out of the Equipment and/or Agreement, including, without limitation, any such claims by third parties. Level 5 Loading agrees to reasonably cooperate with respect to Customer's defense of any indemnified matters. Customer may control the defense or resolution of any indemnified matters; provided, however, Customer shall not enter into any settlement or resolution that obligates Level 5 Loading to take any action or incur any expense without Level 5 Loading's prior written consent. Level 5 Loading shall also have the right to be represented by independent counsel at its own expense.

9. The laws of the State of Arizona, without regard to conflicts of laws principles, shall govern all matters arising from or relating to the Credit Agreement and/or the Products. The parties agree to the exclusive jurisdiction and venue of the Superior Court of Maricopa County, Arizona, and the United States District Court for the District of Arizona (as applicable) for any such matters or disputes.

10. Any delay or failure by Level 5 Loading to enforce its rights hereunder, or to insist on Customer's compliance with its obligations, shall not constitute a waiver or election by Level 5 Loading of any of its rights under the Credit Agreement and/or at law or equity.

11. If any provision of the Credit Agreement is found unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision that comes closest to fulfilling the intentions of the parties as evidenced by the unenforceable provision.

12. Customer may not assign any of its right, title, and interest in and to the Credit Agreement without Level 5 Loading's prior written consent. Customer's obligations hereunder shall survive termination of the Credit Agreement. Level 5 Loading may assign any of its right, title and interest in this Agreement in its sole discretion without notice to Customer, including, without limitation, to any of its affiliated entities, parent companies and/or subsidiaries (including, without limitation, Level 5 Loading).

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. Except as expressly provided herein, nothing in this Credit Agreement shall confer on any party other than the parties hereto, any rights or remedies under or by reason of this Credit Agreement.

14. The parties to this Agreement agree that the digital signatures of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as the use of manual signatures. By signing below, Customer certifies:

- (1) the information provided herein is true and correct and has been submitted to obtain commercial credit from Level 5 Loading;
- (2) the undersigned is authorized to execute this application to establish commercial credit accounts on behalf of Customer;
- (3) Level 5 Loading is authorized to investigate and verify any information provided and inquire of references and others regarding the creditworthiness of Customer and Guarantor(s);
- (4) Level 5 Loading may answer questions from others about its credit experience with Customer and Guarantor(s);
- (5) Customer shall notify Level 5 Loading in writing of any change in ownership or financial condition within five days of change; and
- (6) Customer acknowledges and agrees that any extension of credit hereunder is expressly subject to, and hereby incorporates and makes a part of this Application, the above Terms & Conditions.

PART 6- PERSONAL GUARANTY

1. For and in consideration of Level 5 Loading's willingness to extend credit to Customer, the undersigned guarantor(s) (the "Guarantor(s)") hereby personally guarantee the payment of any obligation of Customer to Level 5 Loading (the "Guaranty").

2. This Guaranty applies to all amounts due or which may become due from Customer to Level 5 Loading. Guarantor(s) shall be jointly and severally liable for any amounts due Level 5 Loading, and their respective community and separate properties shall be subject to collection of same.

3. Guarantor(s) shall pay Level 5 Loading any and all costs Level 5 Loading incurs in collecting any obligation covered by this Guaranty, including, but not limited to, attorneys' fees and court costs, whether prior to litigation, during litigation or pre or post-judgment.

4. Guarantor(s) obligations hereunder shall not be affected or waived by any time extensions or other indulgences granted Customer by Level 5 Loading.

5. This is a Guaranty of payment, not a guaranty of collection. Guarantor(s) waive
(a) any right to require Level 5 Loading to proceed against Customer,
(b) any rights Guarantor(s) may have under A.R.S. Sections 12-1641 and 12-1642,
(c) any defenses arising by reason of disability or other defense of Customer or by reason of the cessation, from any cause whatsoever, of the liability of Customer, and
(D) all presentments, demands for performance, notices of protest or notices of dishonor. Guarantor(s) further consent to and waive notice of any modification, amendment or extension of the Credit Agreement hereby guaranteed.

6. This Guaranty shall be interpreted according to the laws of Arizona, without regard to conflicts of law principles. Guarantor(s) agree to submit to the personal jurisdiction and venue of the Maricopa County Superior Court in Maricopa County, Arizona, and the District of Arizona (as applicable) for any lawsuits or proceedings arising from or related to the Credit Agreement or Guaranty.

7. Guarantor(s) hereby authorize Level 5 Loading to obtain and use consumer credit reports from time to time for the purpose of evaluating current and ongoing creditworthiness in connection with the extension of business credit as contemplated by this Guaranty and the Credit Agreement.

8. If there is no partner signature below, Guarantor(s) represents that he/she is sole owner and specifically intends that Level 5 Loading rely on such representation.

1) Printed Name of Guarantor (owner): _____

Signature of Guarantor (owner): _____ Date: _____

2) Printed Name of Guarantor (owner): _____

Signature of Guarantor (owner): _____ Date: _____