



Badger Daylighting Corp
8930 Motorsports Way
Brownsburg, Indiana
46112

Toll Free: 877-322-3437
E-Mail: customerrequest@badgerinc.com

Credit Application / New Customer Information

Full Legal Name of Company:
(As per Organizational Documents)

State of Incorporation:

Billing Address

Street:
City: State: Zip Code:
Phone: Fax:
Tax ID #:
AP Contact: AP Email:

Which Badger Office did you contact to provide the Service?

Credit Limit Requested:

Years in Business:

Your Premises:

Rented? Owned?

Is This Job Bonded?:

Yes: No:

Invoicing Requirements:

PO Required:
Email Invoices to:
E-mail POs to:

Principal Officers / Owners

Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>
Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>
Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>

Name of Company Financial Institution:

Contact Name:
Address:
Phone: Fax:

CONTINUE ↓

Credit References (Suppliers)

1	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>
2	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>
3	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>

Please contact ar-us@badgerinc.com if you would like information on EFT Payments.

Badger Daylighting Area Manager:

If you have any questions about the collection, use or disclosure of your personal information, contact the Senior Manager, Credit, Collections & Contracts at customerrequest@badgerinc.com

Date:	<input type="text"/>	Title:	<input type="text"/>
Name (Print):	<input type="text"/>	Signature:	<input type="text"/>

CREDIT TERMS & AGREEMENT

All sales are strictly subject to the terms and conditions outlined in this Credit Application and Agreement (“Agreement”). “Badger” means Badger Daylighting Corp. and its successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business now and/or in the future. “Customer” means the entity(s) or person(s) acquiring services and/or materials from Badger. Customer acknowledges it has read these terms and conditions and agrees to be bound thereby. The terms and conditions are as follows:

- Badger shall determine in its sole discretion whether to grant any credit to Customer and, if so, the amount of any such credit. Badger has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. The Customer shall be responsible for all credit it receives from Badger, whether or not such credit exceeds authorized credit limits.
- Customer will pay Badger for all purchases on the Customer’s account **within thirty (30) days of the invoice date (Net 30 Days)** and will be responsible for the delivery of all payments to Badger’s office or to Badger’s authorized account *within that time period*.
- In the event Customer’s account becomes overdue or Customer is in default of any of its obligations hereunder, Badger may, in its sole discretion, suspend Customer’s account and/or credit privileges at any time and without prior notice.
- Interest will be charged at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less, on all overdue accounts, calculated daily, commencing on the 1st day that the account is overdue. Customer agrees that interest on its account shall accrue in accordance with the terms of this Agreement, both before and after any judgment is entered thereon. In no event will Customer be required to pay any amount of interest that is greater than the amount permitted by applicable law.
- Customer authorizes Badger, and its agents, representatives and affiliates, to conduct any credit investigations Badger deems appropriate in its sole discretion, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to Badger of any information, financial, personal or otherwise, as may be required for the purposes of such credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information. Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide to Badger any and all such information requested by Badger in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information, this clause shall constitute full and sufficient consent now and in the future for the collection, use and disclosure of information, as required for a credit investigation.
- Badger may disclose information related to the Customer’s credit history with Badger to any financial institution, credit reporting organization, supplier, governmental authority, or any institution providing credit information that the Customer deals with or to any other third parties. The Customer’s signature on this form is its express consent for the disclosure of such information by Badger.
- Customer agrees to promptly provide Badger with copies of up-to-date financial statements and financial records, upon request. Customer agrees to provide Badger with an updated Credit Application and Agreement upon request.
- Customer agrees to pay all reasonable charges for collection, including reasonable attorney fees and court costs, if the account is placed with an attorney and/or third party for collection.
- This Agreement shall be binding upon and inure to the benefit of Customer and Badger, and their respective successors, assigns and personal representatives, provided that Customer shall not assign or delegate its rights and obligations herein without the prior written consent and approval of Badger. Badger may assign, transfer or delegate its rights under this Agreement to any party at any time without notice to Customer.

10. In the event Customer is comprised of more than one party, such parties hereby agree that this Agreement is binding upon all such parties and that they shall be jointly and severally liable for: i) payment of all Customer related accounts; and ii) for all liability resulting from any event of default hereunder by any Customer related party. The Customer and or the owners of the Customer shall notify Badger in writing of any change of control of the Customer and/or any change in ownership of the Customer.
11. Customer agrees that these terms and conditions may not be repealed, rescinded, modified or amended in any way except by prior written consent of an authorized representative of Badger. Badger reserves the right to change any of the terms of this Agreement on at least 30 days advance notice.
12. If any clause or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall, nevertheless, remain in full force and effect. Failure to exercise, or any delay in exercising, any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
13. All matters involving the validity, interpretation and application of the Agreement and/or these Credit Terms

will be governed by and controlled by the laws of the State of Indiana, United States of America, and Customer, all Customer related parties, and Badger hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under this Agreement and these Credit Terms.

14. Customer and Badger hereby knowingly, willingly and voluntarily **WAIVE ANY RIGHT TO TRIAL BY JURY** in any suit, action, proceeding, or counterclaim relating to any transaction which arises from or is related to this Agreement. Customer and Badger agree that any such suit will be tried before a court and not before a jury. This provision is a material inducement for Badger to enter into this Agreement.
15. Customer acknowledges receipt of the following notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicant on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has exercised any right under the consumer protection act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.

The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and understands that Badger will rely on the accuracy of this information in determining whether any credit may be extended and, if so, the amount of any such credit. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that he/she is authorized by the Customer to execute this legally binding agreement.

Signature

Please Print

Name

Position

Date

PERSONAL GUARANTY

In consideration of any credit being extended by Badger to Customer, I assume personal and individual responsibility and liability, and unconditionally guaranty, without offset, the payment of all indebtedness due and payable to Badger by the Customer which now exists or which is hereafter incurred in the future, including payment of interest, reasonable attorney's fees and court costs. This guaranty is open, continuous and not limited in time. Badger shall not be required to exhaust its remedies against Customer prior to enforcing its rights against the undersigned under this personal guaranty. The undersigned waives notice of default, demand, non-payment, presentment, and notice of intent to accelerate or acceleration.

I understand that this guaranty shall remain in force until Badger receives written notice from me that this guaranty is terminated and that in the event of any such termination, this guaranty shall continue as to any Customer debt existing on the date of any such termination and shall apply only to future debt. In the event it becomes necessary to place any account guaranteed by this personal guaranty with an attorney and/or third party for collection, the undersigned agrees to pay all costs of collection including interest, reasonable attorney fees and court costs.

The undersigned hereby waives all defenses to payment except payment in full. The undersigned **KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR SUIT ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT.**

I hereby consent and authorize the use of my credit report in the credit evaluation process by Badger. The undersigned grants to Badger the right and authority to make credit inquiries regarding the undersigned and to obtain financial statements, credit reports, or other credit information about the undersigned. The undersigned does hereby release all claims in favor of undersigned against Badger and third parties related to the request and/or providing of credit information and instruments.

SIGNATURE

Please Print Name

SSN:

Date

SIGNATURE

Please Print Name

SSN:

Date