



Heritage Sign & Display, Inc.
 344 Industrial Road
 Nesquehoning, PA 18240

phone 570.645.8701
 fax 570.645.2178
 www.popsigns.com
 heritage@popsigns.com

APPLICATION FOR CREDIT

Please assist HERITAGE SIGN AND DISPLAY, INC. by completing this form; all sales are subject to the terms and conditions of this application and the attached Terms and Conditions which forms a part of, and is incorporated into, this application by reference. Please sign and date this application in the area provided on the attached Terms and Conditions to signify the applicant's agreement with, and acceptance of, all of the provisions of this application and the attached Terms and Conditions. We appreciate the opportunity to serve you.

COMPANY INFORMATION:

Federal Tax ID Number: _____

FULL LEGAL NAME: _____

PHONE: _____ FAX: _____ WEBSITE: _____

DBA NAME (IF DIFFERENT FROM LEGAL NAME): _____

IF PUBLICLY TRADED, TICKER SYMBOL: _____ EXCHANGE WHERE TRADED: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

PRINCIPAL PRODUCT OR SERVICE: _____ YEARS IN BUSINESS: _____

TYPE OF BUSINESS: CORPORATION GENERAL PARTNERSHIP LIMITED PARTNERSHIP
 LIMITED LIABILITY COMPANY SOLE PROPRIETORSHIP OTHER (IDENTIFY _____)

INCORPORATED UNDER THE LAWS OF THE STATE OF: _____

LIST ALL BUSINESS ADDRESSES NOT SHOWN ABOVE (USE ADDITIONAL SHEETS AS NECESSARY).

1. _____

2. _____

3. _____

NOTE: ANY CHANGE IN THE TYPE OF BUSINESS MUST BE REPORTED TO HERITAGE SIGN & DISPLAY, INC. IMMEDIATELY.

A/P CONTACT: _____ PHONE/EXT: _____

FAX: _____ EMAIL: _____

OK TO EMAIL INVOICES? Y N Email invoices to: _____

ALL OF THE EQUITY OWNERS (e.g. STOCKHOLDERS, GENERAL PARTNERS, MEMBERS, etc.) OF THE APPLICANT ARE (USE ADDITIONAL SHEETS AS NECESSARY):

NAME &, if an officer or employee, TITLE	HOME ADDRESS, CITY, STATE & ZIP	HOME PHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

IDENTIFY ALL SECURED CREDITORS AND DESCRIBE COLLATERAL (USE ADDITIONAL SHEETS AS NECESSARY):

NAME: _____
COLLATERAL: _____

NAME: _____
COLLATERAL: _____

PRINCIPAL TRADE REFERENCES(AT LEAST 3 MAJOR OPEN ACCT SUPPLIERS):

COMPANY NAME	ADDRESS, CITY, STATE & ZIP	PHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICANT GRANTS PERMISSION TO EACH OF THE ABOVE TRADE REFERENCES TO RELEASE ANY AND ALL OF THE APPLICANT'S PAYMENT HISTORY []

PRIMARY DEPOSITORY BANK REFERENCE:

NAME OF BANK	CONTACT & TITLE	PHONE NO.
_____	_____	_____

ADDRESS, CITY, STATE & ZIP: _____

CHECKING ACCOUNT NO.: _____ SAVINGS ACCOUNT NO.: _____

CREDIT REQUIREMENTS PER MONTH:\$ _____ OTHER ACCOUNT NOS. (SPECIFY TYPE _____

PLEASE ATTACH MOST RECENT ANNUAL AND INTERIM FINANCIAL STATEMENTS AND TAX EXEMPT CERTIFICATE

TERMS AND CONDITIONS

ALL SERVICES AND SALES OF GOODS BY HERITAGE SIGN AND DISPLAY, INC. (WHICH IS REFERRED TO IN THIS DOCUMENT AS "HSD") TO THE CUSTOMER SUBMITTING THIS DOCUMENT ("CUSTOMER") ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE ATTACHED APPLICATION AND THESE TERMS AND CONDITIONS. PLEASE HAVE AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER SIGN AND DATE THIS DOCUMENT TO CONFIRM THE CUSTOMER'S AGREEMENT WITH IT AND THE ATTACHED APPLICATION.

1. **Terms:** Customer may submit orders to HSD orally, electronically or in writing at prices quoted by HSD. HSD may accept or reject any order. All sales by HSD to Customer are subject to the terms and conditions set forth in this document. A binding contract will arise only when HSD confirms the Customer's order. Price quotations or other communications from HSD do not constitute offers. No terms contained in any purchase order or other document submitted by Customer will vary or amend, be different than, contrary to or contradict any of the provisions of this document. Any such terms shall be deemed deleted from such document and not be legally binding on HSD. No HSD employee has authority to change the terms of this agreement or to provide special discounts or rebates without specific written authorization from a corporate officer addressed to Customer.
2. **Delivery and Quantity:** Information about delivery periods is indicative and non-binding unless a written confirmation from HSD expressly states the contrary. Partial deliveries are permitted. A variation in the quantity delivered amounting to more or less than 5% of the quantity ordered is acceptable as proper performance, and the Customer will pay for the amount actually delivered.
3. **Payment and Credit; Expenses:** Customer will pay for all goods ordered on its behalf and delivered by HSD on the terms printed on the invoice or confirmation submitted by HSD. HSD may establish the credit terms for Customer, and may change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by HSD, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by HSD as a result of special actions or requests by Customer.
4. **Late Payments; Consequences and Cost of Enforcement:** If the Customer fails to make a payment when due, this constitutes a material breach of the contract and : (a) all amounts outstanding to HSD will become due immediately; (b) HSD has the right to cancel any pending orders; and (c) Customer will pay interest on all amounts outstanding to all HSD companies at a rate equal to the lesser of 1 ½ % per month or the highest rate permitted by applicable law, all without prejudice to any other rights HSD may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to HSD, and all costs of collection, including court costs, reasonable fees and charges of attorneys and accountants and all other litigation expenses.
5. **Limits on Warranties and Damages:** HSD warrants that the goods will be as described on the written quote, order survey, and /or invoice subject to tolerances and variations consistent with usages of the trade and with factory practices concerning dimensions, tolerances and variations consistent with practical testing and inspection methods. For certain fabricated products, HSD may provide additional warranties on preprinted forms provided to the Customer. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED; THERE ARE NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTIES OF MERCHANTABILITY BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.** No HSD employee has authority to change HSD's warranties without specific written authorization from a corporate officer addressed to Customer.
HSD Shall have no liability for defects, whether hidden or apparent, resulting from the improper use, installation, processing or treatment of the goods. The Customer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from HSD, if any, in relation to the goods. HSD will not be liable for damage caused to third parties, or for consequential or indirect loss. HSD's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at HSD's sole option; HSD will not be liable for labor costs or for consequential or punitive damages, lost profits or loss of business opportunity under any circumstances.
6. **Deadlines for Inspections and Claims:** Customer will check each delivery from HSD, and will notify HSD of, and will note in writing on the bill of lading, any discrepancies between the delivery and the bill of lading, and will sign the note and have the driver sign the note, before the driver leaves Customer's premises; otherwise HSD will not give credit for any discrepancies. Customer will inspect all goods purchased by the end of the seventh business day after the day of delivery, and in any event before Customer processes the goods. Customer will retain goods damaged in transit and defective goods for inspection by the carrier for two weeks after notifying HSD of the damage or defect, or longer if so requested by HSD, and will return such goods to HSD at HSD's request. HSD will have no liability whatsoever for any defect or non-conformity that is not notified, or if the relevant goods are not made available for inspection, in the manner required by this paragraph.
7. **Purchase Money Security Interest:** Customer grants to HSD a security interest in all goods sold by HSD to Customer, and all proceeds and products thereof, to secure payment of the price of such goods and the interest and costs of collection described in paragraph 4 above. This security interest is a purchase money security interest. Customer authorizes HSD to file financing statements in connection with this security interest.
8. **Waivers and Unforeseen Events (Force Majeure):** No waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. HSD will not be responsible for delays or other failures to perform caused by riots, wars, strikes, natural disasters, acts of God or other causes beyond HSD's control.
9. **Governing Law and Litigation:** This agreement and the business relationship between HSD and Customer will be governed by Pennsylvania law (applied without regard to Pennsylvania conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the Court of Common Pleas of Carbon County, Pennsylvania, and the United States District Court for the Middle District of Pennsylvania to adjudicate any and all disputes relating to transactions between the parties, the attached Application and/or these Terms and Conditions, without prejudice to HSD's right to institute litigation in the courts of Customer's location.
10. **Bankruptcy:** If the Customer becomes insolvent, files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining discharge of that petition within 75 days, or has a receiver appointed over all or any of its assets, then HSD will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to HSD's right to payment of the price of delivered goods and any damages HSD might suffer.
11. **Special Services or Products:** Special services or products will be subject to additional terms and conditions established by HSD for the particular operation.
12. **Miscellaneous:** Customer will pay all sales, use, excise and other taxes, and tariffs and duties, due with respect to sales by HSD. Customer may not assign any order or contract without HSD's written consent.

BY SIGNING THESE TERMS AND CONDITIONS, WHICH INCLUDES THE ATTACHED APPLICATION WHICH IS INCORPORATED INTO THESE TERMS AND CONDITIONS BY REFERENCE AND MADE A PART HEREOF, CUSTOMER AGREES TO ALL OF ITS PROVISIONS, AND REPRESENTS AND WARRANTS TO HSD THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE DOCUMENT (INCLUDING THE DISCLAIMER OF WARRANTIES IN PARAGRAPH 5 ABOVE), AND THAT ALL THE INFORMATION PROVIDED BY CUSTOMER ON THE APPLICATION IS TRUE, CORRECT AND COMPLETE AND THAT THE EXECUTION OF THIS DOCUMENT IT HAS BEEN DULY AUTHORIZED BY CUSTOMER.

The information above is given for the purpose of establishing eligibility for a credit account with HERITAGE SIGN AND DISPLAY, INC. HERITAGE SIGN AND DISPLAY, INC. is hereby authorized to make any credit inquiries necessary for approval.

I certify that I have the authority to incur liabilities and enter into this agreement in the name of the Company. I understand that HERITAGE SIGN AND DISPLAY, INC. reserves the right to extend or continue to extend credit to applicants HERITAGE SIGN AND DISPLAY, INC. deems qualified in its sole discretion, and shall have the right to reduce or revoke it at anytime without prior notice.

If balance due to HERITAGE SIGN AND DISPLAY, INC. is not fully paid by the 30th day following the invoice date, the Customer agrees to pay HERITAGE SIGN AND DISPLAY, INC. any interest on the principal amount unpaid at the rate equal to eighteen percent (18%) per year or the maximum rate permitted by law, whichever is less.

SIGNED THIS _____ DAY OF _____ IN THE YEAR _____

BY: _____ TITLE: _____

Print Name: _____

SURETY AGREEMENT

In consideration of and to induce Heritage Sign and Display, Inc. ("Creditor") to extend credit to the Applicant named above, the undersigned hereby absolutely and unconditionally guarantees and agrees to become surety to Creditor for the prompt payment, when due, of all sums of money now or hereafter to become owing from _____ (the "Applicant") to Creditor ("Liabilities"), together with all costs and expenses of collection incurred by Creditor, including, without limitation, attorney's fees. The undersigned agrees that Creditor shall have the right to proceed against the undersigned immediately upon any default by Applicant in the payment of any of the Liabilities and shall not be required to take any action or initiate a proceeding of any kind against Applicant or any party liable for the Liabilities before proceeding against the undersigned hereunder. The undersigned hereby consents and agrees to all extensions, renewals, substitutions, amendments and the incurring by the Applicant from time to time of the Liabilities, and waives any right he would have to receive notice thereof and any and all other notices with respect to this Surety Agreement or the Liabilities to which he would otherwise be entitled under applicable law. The undersigned also waives any right or remedy he may now or hereafter have against Applicant for reimbursement, indemnity, subrogation or otherwise with respect to any of the Liabilities and agrees to reimburse Creditor, upon demand, for all sums of money paid by Applicant to Creditor which are subsequently disgorged or recovered in a bankruptcy proceeding instituted by or against Applicant. If there shall be more than one of the undersigned, their liability under this Surety Agreement to Creditor shall be joint and several. This Surety Agreement shall remain in full force and effect from the date it is signed and until a period of thirty (30) days have lapsed from the date written notice of revocation from the undersigned is received by Creditor; provided, however, that the undersigned shall remain fully liable hereunder with respect to all Liabilities incurred during such 30-day period and prior thereto.

The undersigned hereby authorize(s) Creditor to obtain a credit report on the undersigned from time to time from a credit reporting agency and to report such information permitted by law about the undersigned to credit bureaus and others who are lawfully entitled to such information. The undersigned hereby agrees to be subject to the non-exclusive jurisdiction of the Court of Common Pleas of Carbon County, Pennsylvania, and to the United States District Court for the Middle District of Pennsylvania with respect to the enforcement of, or any dispute or other matter arising out of or under, this instrument.

Notice: the paragraph following this paragraph sets forth a warrant of authority for an attorney to confession against the undersigned. In granting this warrant of authority to confess judgment against the undersigned, the undersigned hereby knowingly, intelligently, voluntarily, and, on advice of the separate legal counsel of the undersigned, unconditionally waives any and all rights the undersigned has or may hereafter have to prior notice and an opportunity for a hearing under the respective constitutions and laws of the United States of America and of the Commonwealth of Pennsylvania.

The undersigned to the fullest extent permitted by law, hereby irrevocably authorizes the Prothonotary, clerk of courts or any attorney of any court of record in the Commonwealth of Pennsylvania, or in any other state, to appear for the undersigned and confess judgment against the undersigned and in favor of Creditor for all sums of money due and owing Creditor under this Surety Agreement, with costs of suit and an attorney's commission of ten (10%) percent of all such sums (but in any event not less than \$1,000), and with such expenses assessed from time to time as have been or are thereafter incurred by Creditor for collection; and in so doing, this Agreement or a copy hereof verified by affidavit shall be sufficient warrant. The authority to confess judgment against the undersigned shall not be exhausted by one exercise thereof, but may be exercised from time to time and as often as Creditor deems necessary or desirable until receiving full payment of all sums of money.

Made and delivered, intending to be legally bound hereby, on _____
(Date)

(Signature)

(Signature)

(Signature)

(Signature)