



5801 East Taft Road
 North Syracuse, NY 13212
 P: 315.437.7617
 F: 315.703.6911
 1.800.GO.WYNIT
 www.wynit.com

CREDIT APPLICATION/AGREEMENT FORM

Account Number (For Office Use Only)	Sales Rep

LEGAL NAME OF APPLICANT(S): _____

TRADE NAME OF APPLICANT(S): _____ EIN or SSN: _____

OFFICERS/OWNERS NAME: _____ TITLE: _____

OFFICERS/OWNERS NAME: _____ TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____ WEBSITE: _____

DUN & BRADSTREET #: _____ DATE BUSINESS ESTABLISHED: _____

LENGTH OF TIME AT CURRENT ADDRESS: ____ ENTITY (Check One.) Corporation Limited Liability Co. Partnership Proprietorship

TERMS REQUESTED: NET TERMS CREDIT LIMIT _____ COD _____ PREPAID (WIRE TRANSFER, ACH) _____

SHIPPING ADDRESS: _____

A/P CONTACT: _____ E-MAIL ADDRESS: _____ PHONE #: _____

*** BANK, TRADE REFERENCES & CURRENT FINANCIAL STATEMENTS ARE REQUIRED FOR NET TERMS ***

BANK REFERENCES: (1) _____ (2) _____

FAX NUMBER: _____

PHONE NUMBER: _____

ACCOUNT NUMBERS: _____

BANK HOLDS SECURITY INTEREST? Yes ____ No ____ Yes ____ No ____

TRADE REFERENCES:

PLEASE FAX BACK TO: (315) 431-9535

NAME	CITY/STATE	TELEPHONE #	FAX #	ACCOUNT #

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY WYNIT DISTRIBUTION LLC, APPLICANT AGREES TO THE FOLLOWING TERMS:

- The terms of payment are net 30 days.
- Current or year end financial statements will be supplied to WYNIT Distribution LLC upon request.
- In the event of default in payment, if the account is placed with an attorney or collection agency, applicant agrees to pay all the expenses and costs of collection to include reasonable attorneys fees.
- THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICANT CONSENTS TO THE JURISDICTION OF THE COURT OF THE STATE OF NEW YORK FOR ONONDAGA COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION THEREIN FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.
- Applicant authorizes WYNIT Distribution LLC, or any credit bureau or other investigative agency employed by WYNIT Distribution LLC, to investigate the references listed herein for verification and to thereafter obtain, from time to time, credit reports to evaluate its creditworthiness.

PRINT NAME: _____ DATE: _____

SIGNATURE: _____ TITLE: _____

Please fax credit application to: (315) 703-6911



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THE FOLLOWING SECTION MUST BE COMPLETED IF DEALER IS NOT INCORPORATED
PRINCIPAL (Owner/Partner) INFORMATION (Use separate sheet if necessary to list 100% ownership)
Individual who is either a principal of the credit applicant or a sole proprietor of the credit application, recognizing that his or her individual credit history may be used in the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business creditor in the credit evaluation process. **A signature is required for individuals releasing their credit history.**

NAME OF OWNER, PARTNERS OR OFFICERS & TITLES:

NAMES: (1) _____ (2) _____

ADDRESSES: _____

SOCIAL SECURITY #: _____

TELEPHONE #: _____

PREVIOUSLY FILED BANKRUPCY, DATES FILED: YES NO _____
Date filed Status

SIGNATURE (S) _____

IF THE APPLICANT IDENTIFIED IS A PARTNERSHIP, THE FOLLOWING PERSONAL GUARANTY MUST BE SIGNED BY ALL PARTNERS; IF A CORPORATION, IT MUST BE SIGNED BY AT LEAST TWO OFFICERS; IF A LIMITED LIABILITY COMPANY, IT MUST BE SIGNED BY THE MANAGER.

PERSONAL GUARANTY

This Personal Guaranty is granted by _____ and _____ (the "Guarantors") to WYNIT DISTRIBUTION LLC and its successors and assigns ("Creditor"). Each Guarantor is a shareholder, officer, director or principal of _____ (the "Debtor")

As an inducement for Creditor to extend credit to the Debtor hereby, and also in consideration therefore, the Guarantor(s), hereby guaranty to the Creditor, absolutely and unconditionally, jointly and severally, the prompt payment of any indebtedness of the Debtor, whether now existing or hereafter incurred at any time or times, direct or indirect, absolute or contingent, secured or unsecured, when due, by acceleration or otherwise, without regard for the validity, regularity or enforceability thereof as to the Debtor and all late charges, penalties, and finance charges which may accrue on the account of the Debtor and to reimburse the Creditor for all expenses (including costs of collection inclusive of reasonable attorneys' fees and disbursements) incurred by the Creditor in connection with any indebtedness of the Debtor, the collection thereof, or the enforcement of this Personal Guaranty (collectively, the "Guaranteed Obligations").

The Guarantors waive notice of acceptance of this Personal Guaranty, the extensions of credit to the Debtor, demand for payment of the indebtedness of the Debtor, notice of default in payment by the Debtor, all other notices to which the Guarantors might otherwise be entitled, and any demand for payment under this Personal Guaranty. The obligations of the Guarantors hereunder are absolute and unconditional and shall not be subject to any counterclaim, setoff, deduction, diminution, abatement, recoupment, suspension, deferment, reduction or defense.

This is a guaranty of payment and not of collection. Creditor shall not be required to commence any action or proceeding or foreclose any security for the payment of the Guaranteed Obligations or to pursue or exhaust any remedies against the Debtor prior to the effectiveness of the Guarantors' obligation to pay the full amount of the Guaranteed Obligations. The Guarantors further waive any right to require that action be brought against the Debtor or any other person. The Creditor shall have the right to discharge or release any one or more Guarantor from any obligation hereunder, in whole or in part, without in any way releasing, impairing or effecting their rights against any other the Guarantors. The Creditor may, without incurring any liability to the Guarantors, impairing the Guarantors' obligations under this Personal Guaranty or releasing the Guarantors from this Personal Guaranty:

- (a) change the rate of interest, penalties, manner, place or terms of payment, or change or extend the time of payment of the Guaranteed Obligations;
- (b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure the Guaranteed Obligations;
- (c) waive, consent, extend, grant indulgence, compromise, release, discharge or exercise or refrain from exercising any right, remedy, power or privilege under or in respect of the Debtor or any other party directly or indirectly liable upon the Guaranteed Obligations;
- (d) settle or compromise any Guaranteed Obligations, any security therefor, or any liability incurred directly or indirectly in respect thereof;
- (e) apply any sum paid or realized to such debts, liabilities, obligations, interest, or expenses of collection owing by Debtor or the Guarantors to Creditor and in such order as Creditor may elect pursuant to any right of Creditor's, whether guaranteed hereby or not, without regard to any rights of the Guarantors in respect to the application thereof, and regardless of what Guaranteed Obligations or other liability hereunder or portion thereof remains unpaid;
- (f) omit to collect or enforce any collateral security or other guarantees held by Creditor without regard to any demand or request by the Guarantors; or
- (g) fail or omit to perfect any security interest in any collateral for the payment of the Guaranteed Obligations.

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No delay or failure on the part of the Creditor in exercising any rights hereunder shall operate as a waiver of the obligation of the Guarantors. No bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to the Debtor or the Guarantors or any of their respective properties or any action taken by any trustee or receiver or by any court in any such proceeding shall release, discharge or in any way affect this Personal Guaranty. No modification or waiver of the obligation of the Guarantors shall be effective unless in writing signed by an authorized officer of the Creditor. Any subsequent incorporation, merger, reorganization or sale of the Debtor's business shall not operate as to terminate this Guaranty which, together with the transactions incident thereto shall be governed by the laws of the State of New York. Guarantors consent to the jurisdiction of the Court of the State of New York, or any Federal District Court having jurisdiction in such County, for the determination of all disputes arising under Debtor's Credit Agreement and/or this guaranty.

If claim is ever made upon Creditor for repayment or recovery of any amount or amounts received by Creditor in payment or on account of any of the Guaranteed Obligations, and Creditor repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over Creditor or any of Creditor's property, or (b) any settlement or compromise of any such claim effected by Creditor with any such claimant (including Debtor), then and in such event the Guarantors agree that any such judgment, decree, order, settlement or compromise shall be binding upon the Guarantors, notwithstanding any termination hereof or the cancellation of any Guaranteed Obligations, and the Guarantors shall be and remain liable to Creditor hereunder for the amounts so repaid or recovered to the same extent as if such amount had never originally been received by Creditor.

No failure to exercise and no delay in exercising, on the part of Creditor, any right, remedy, power or privilege under this Personal Guaranty shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Personal Guaranty preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under this Personal Guaranty are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

This Personal Guaranty and the rights and obligations of the Guarantors and Creditor hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to any conflicts-of-laws rules.

This Personal Guaranty contains the entire agreement between Creditor and the Guarantors with respect to all subject matters contained herein. This Personal Guaranty cannot be amended, modified or changed in any way except by a written instrument executed by Creditor and Guarantors.

The covenants, representations, warranties and agreements herein set forth shall be binding upon the Guarantors, their legal representatives, successors and assigns and shall inure to the benefit of Creditor, its successors and assigns.

The Guarantors hereby irrevocably consent and submit to the nonexclusive jurisdiction and venue of all federal and state courts located in the State of New York. At Creditor's option, the Guarantors may be joined in any action or proceeding commenced by Creditor against Debtor, or any provision of any thereof, and recovery may be had against the Guarantors in such action or proceeding or in any independent action or proceeding against the Guarantors, without any requirement that Creditor first assert, prosecute or exhaust any remedy or claim against Debtor. The Guarantors hereby irrevocably waive (to the fullest extent permitted by applicable law) any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of, under or relating to this Personal Guaranty brought in any federal or state court located in the State of New York, and hereby further irrevocably waives (to the fullest extent permitted by applicable law) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **THE GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT THE GUARANTORS MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS PERSONAL GUARANTY.**

IN WITNESS WHEREOF, each undersigned Guarantor has executed this Personal Guaranty as of the date first written above.

Dated: _____

Guarantor
 Signatures: _____

Print Names: _____

Social Security Number: _____

Address: _____

Notary: _____

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