

TERMS & CONDITIONS

For the purpose of inducing the extension of credit from Ditch Witch of Illinois, Inc. an Illinois Corporation doing business as Ditch Witch Midwest, Progressive Leasing Company an Illinois corporation doing business as Rentals Plus and 1st Choice Equipment, LLC, an Illinois corporation and/or any of their affiliates, subsidiaries, divisions, related or parent companies ("COMPANY") to the business entity or individual(s) identified above, the undersigned ("CUSTOMER") represents and warrants that the statements made and information contained herein and on the reverse side hereof, including any attachments submitted herewith and any future financial information submitted are complete, correct and true, with the intent that strict reliance be placed thereon as the basis for the extension and continuation of credit. This Credit Application shall inure to the benefit of COMPANY, and shall be binding on the estate and/or successors-in-interest of the undersigned.

The CUSTOMER acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from COMPANY and expressly disclaims any reliance upon any statements or representations made or to be made by COMPANY regarding the sale or rental of any material or equipment. The CUSTOMER also waives any liability upon COMPANY or any direct, special, or consequential damages that CUSTOMER may suffer. In the event of theft or damage to any equipment the CUSTOMER rents from COMPANY, the CUSTOMER shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of COMPANY. In the event the CUSTOMER rents any equipment, the CUSTOMER shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid and are assigned to COMPANY.

The CUSTOMER authorizes the COMPANY to occasionally mail, fax or email information to CUSTOMER. The CUSTOMER understands that they can unsubscribe to communications from COMPANY at any time, and also understands that COMPANY will not share or sell this information to anyone.

The undersigned represents and warrants that the undersigned is solvent and able to pay its debts as they become due, and that the information as set forth above and on the reverse side and/or on any attachments submitted herewith and subsequently disclose the true state of the undersigned's financial condition as of the date thereof. The undersigned agrees to immediately notify COMPANY by certified mail of any material adverse change to the undersigned's financial condition, any change in the form of ownership or identity of principals, in the event the undersigned becomes: insolvent, is unable to pay debts as they become due, becomes a party to any litigation, and in advance of any sale, encumbrance or transfer of any real property owned. Until such notice is received in hand by COMPANY, said information set forth above, on the reverse side and/or on any attachments submitted herewith is to be regarded as a continuing true and accurate statement. In addition, the undersigned agrees to submit annual financial statements to COMPANY upon request. The use of a purchase order is for the convenience of the CUSTOMER and absence of a purchase order shall not be a defense to responsibility for a charge unless the CUSTOMER does not receive the equipment, parts or service. This Agreement supersedes any preprinted terms in any purchase order.

The COMPANY may agree to increase the amount of credit extended from time to time by merely allowing the CUSTOMER increased credit to cover unpaid purchases. The COMPANY may also terminate credit at any time if it determines itself insecure or the CUSTOMER is in default under this agreement. CUSTOMER authorizes COMPANY to make whatever credit investigation it feels is proper to evaluate CUSTOMER's credit and financial standing, credit experience with credit bureaus and other creditors that COMPANY believes CUSTOMER is or has done business with.

The CUSTOMER authorizes any of its employees it sends to COMPANY to deliver or pick up equipment or material for purchase, loan, demo, rental or repair to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the CUSTOMER directs COMPANY to deliver any equipment or material, and the CUSTOMER does not have a representative present at the time of delivery, the CUSTOMER authorizes COMPANY to leave the equipment and material at the designated place of delivery. Upon said delivery, the CUSTOMER will be responsible for said equipment and material. The COMPANY's use of a purchase order number is for CUSTOMER's convenience and identification only. This agreement and COMPANY's Rental Contract, or General Sales Contract supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the CUSTOMER has had possession, or the right in possession of the items charged.

For all items and services purchased, CUSTOMER shall remit all payments due hereunder, in full, within thirty (30) days of the date of each invoice requesting such payment. For all items rented, CUSTOMER shall remit all payments due hereunder, in full, within fifteen (15) days of the date of each invoice requesting such payment. Any balances remaining after the expiration of a thirty (30) day period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18 percent per annum) or at the maximum rate permitted by the laws of the CUSTOMER'S principal place of business (if less than 18% per annum) following the date payment was due, as described above, and shall continue to accrue interest of one and one-half percent (1.5%) per month until paid in full. CUSTOMER agrees to pay COMPANY a reasonable processing fee to cover any check returned by CUSTOMER'S bank as unpaid. In the event of default in payment or otherwise by CUSTOMER, at the option of COMPANY, the entire unpaid balance shall become immediately due and payable and interest shall accrue at 18% per annum pro rata until fully paid. COMPANY may accept payments after default without prejudice but is not obligated to do so, without waiver of right to pursue collection of the entire balance due. CUSTOMER agrees to pay all attorney's fees, costs and expenses of COMPANY in the event COMPANY takes legal action to collect the balance due. Notwithstanding the fact that this Credit Application has been executed in a corporate or representative capacity, each signer hereof by such signature, hereby is personally and individually responsible for payment to COMPANY of all amounts due pursuant to such extension of credit and all amounts due from the predecessor or successor, if any, of the business entities identified above, according to invoice amount and credit terms stated thereon, including interest at eighteen percent (18%) per annum on all past due amounts together with all expenses incurred by COMPANY in the enforcement or attempted enforcement of any of its rights hereunder, including all costs and reasonable attorneys' fees with or without trial, and, if applicable, upon appeal and remand. The undersigned further represents that there are no unpaid judgments, or open accounts more than ninety (90) days past due, outstanding against the undersigned and that the undersigned is not a party to any pending litigation. This agreement shall be governed by the laws of the State of Illinois. CUSTOMER consents to the jurisdiction and venue of any court located in the county of DuPage, State of Illinois in the event of any legal proceeding pertaining to the negotiation, execution, performance or enforcement of any term or condition contained in this agreement or any related document and agrees not to commence or seek to remove such legal proceeding in or to a different court and/or county.

In instances where CUSTOMER has utilized a credit card, debit card or other similar credit account for payment(s) due or to become due COMPANY hereunder, CUSTOMER hereby expressly and irrevocably authorizes COMPANY to collect all sums due from CUSTOMER under the terms of this Agreement by charging the amounts due, to all or any of CUSTOMER's credit accounts in amounts up to the greater of (a) the maximum amount of CUSTOMER's credit account; or (b) \$50,000. Any attempts to discontinue or challenge the authority granted COMPANY hereunder, communicated by CUSTOMER to any credit facility (i.e. credit card company, bank, lending or debit card institution) shall be ineffective and non-binding upon the recipient unless accompanied by a written agreement signed by COMPANY.

The CUSTOMER appoints any representative of COMPANY as CUSTOMER's attorney-in-fact to sign and record UCC financing statement(s) to evidence CUSTOMER's transactions and perfect security interest. To secure payment hereof, the undersigned irrevocably authorizes any attorney of any court of record to appear for it in such court in term time or vacation after default in payment hereof and confess a judgment without process in favor of COMPANY for such amount as may then appear unpaid hereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceeding and consents to an immediate execution upon such judgment hereby ratifying every act of such attorney hereunder.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. In the event that any provision herein shall be deemed void or unenforceable, that provision shall be deemed stricken from this Agreement and the remaining provisions herein shall be binding upon the parties. The undersigned hereby grants COMPANY permission to check the references listed and authorizes COMPANY to check information regarding the undersigned's credit experience, including bank balances, loan experience, account balances, and credit reporting agency files, etc.

ACKNOWLEDGE AND ACCEPTED: Company name: _____ Date: _____

By: _____
Signature Print Name Title

PERSONAL GUARANTEE

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. The undersigned waives all right to a jury trial and to file a counter-claim and consents to jurisdiction and venue with the DuPage County Circuit Court of Illinois. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon COMPANY, by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. Future updates to this application by completion of a new credit application shall not discontinue this guaranty. A signed facsimile or emailed copy shall be binding between the parties.

Date Signature Print Name Home Address

Date Signature Print Name Home Address