



MK PRODUCTS INC.
29581 Costello Dr, New Hudson MI 48165
P: 248-617-3185 F: 248-617-3198

*Application must be completed in full on both sides and signed by Corporate Officer(s), Partners, or Sole Proprietor.

CREDIT APPLICATION AND AGREEMENT

This Credit Application Is Being Submitted By:

| | |
|-------------------------------|-------------------------------------|
| I Firm Name: _____ | Business Phone: _____ |
| Additional Trade Name: _____ | Business Fax: _____ |
| _____ | Cell Phone: _____ |
| Address: _____ | Email Address: _____ |
| _____ | Website Address: _____ |
| Billing Address: _____ | () PO Required () PO Not Required |
| _____ | Employer I.D. Number: _____ |
| Accts. Payable Contact: _____ | () Taxable () Not Taxable |
| Accts. Payable Phone: _____ | |

If Sales Tax Exempt, Attach Exemption Certificate

() Corporation () Proprietorship () Partnership () Limited Partnership
() Limited Liability Co. () Other Date Business Established: _____
If Incorporated, State in which incorporated: _____ Year: _____

II Names of Owners, Partners or Officers:

| Name | Residence Address | Home Phone# | Social Security # |
|----------|-------------------|-------------|-------------------|
| A. _____ | _____ | _____ | _____ |
| B. _____ | _____ | _____ | _____ |

III BANK REFERENCES:

Bank Name: _____ Branch: _____
Address: _____
Loan Officer _____ Phone: _____
Bank Credit Line: _____ Secured? () Y () N Personal Guaranty () Y () N
Explain: _____
Checking () Acct#: _____ Savings () Acct#: _____ Loan ()
Acct#: _____

IV TRADE REFERENCES:

| | | |
|-------------------|-------------------|-------------|
| A. Name _____ | Phone _____ | Fax _____ |
| Address _____ | Credit Mgr: _____ | |
| B. Name _____ | Phone _____ | Fax _____ |
| Address _____ | Credit Mgr: _____ | |
| C. _____ | Name _____ | Phone _____ |
| Fax Address _____ | Credit Mgr: _____ | |

VPlease attach your balance sheet and profit and loss statements for the past two years.

A. Only those employees listed below are authorized to charge on account. If no employees are listed, all are allowed

TERMS AND CONDITIONS

- 1 It is agreed that the Applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by MK PRODUCTS (hereinafter referred to as "Creditor"). In the event such payment is not timely made, Applicant agrees to pay on all delinquent invoices interest at the rate set forth in the various invoices or one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum), whichever is greater, together with court costs, fees to file liens or secure bonds, attorney's fees of not less than twenty-five percent (25%) of the unpaid amount of principal and interest and costs of collection which Creditor may incur in enforcing the terms and conditions of this agreement, all without relief from valuation and appraisal laws. If legal action becomes necessary, the Applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, effect and all other respects by the laws in the state where the application was accepted.
- 2 Applicant further agrees that the line of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved.
- 3 Applicant authorizes Creditor to investigate Applicant's credit standing, financial circumstances and responsibility and authority and instructs all persons having information concerning Applicant's credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys, or employees.
- 4 Applicant and all signers hereof, including guarantors, understand that Creditor may extend credit under this application and agreement in reliance upon representations herein regarding the ownership or ownership structure of the Applicant. Any change of ownership structure of the enterprise identified herein as "Applicant" shall not relieve any person or entity lawfully answerable for the debts of the Applicant, including the guarantors, of any obligation to Creditor hereunder or arising herefrom, unless and until Creditor receives written notice of such change by certified mail, return receipt requested, at 29455 W. 8 Mile, Livonia MI 48152. Payment of any or invoice by check which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, and rights arising against any other person or entity because of the change in ownership or ownership structure.

The Applicant understands that all merchandise purchased from Creditor is subject to all terms and conditions contained in this Credit Application and Agreement and all other terms and conditions contained on any of Creditor's invoices. In the event of a conflict between any provision of this Agreement and the invoice, the invoice shall control.

Name of Applicant

By: _____ Title: _____ Date: _____

UNCONDITIONAL GUARANTY

In consideration of the extension of credit to:

_____, ("Applicant") by VARNER METALS (hereinafter "Creditor"), the undersigned, jointly and severally (if applicable), guarantee the full and prompt payment when due, whether by acceleration or otherwise of all past, present and future indebtedness, and all other obligations and liabilities of the Applicant to the Creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest and attorney's fees ("Obligations").

The undersigned waives acceptance of the guaranty and further waves all notices and demands of any kind including, but not

limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by Applicant. The undersigned further waives all notices and, specifically hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning Obligations or change of the rate of interest therefrom and any partial payments or the release or transfer of any collateral for the payment of the Obligations.

The undersigned also waive any claim, right, or remedy which such guarantor may now have or hereafter acquire against Applicant that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of the Creditor against the Applicant or any security which Creditor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

This guaranty is a continuing and unconditional guaranty and shall enure to the benefit of the Creditor from the date hereon. Termination of guaranty by the undersigned shall not effect any of the guarantors' obligations hereunder with respect to indebtedness incurred up to the termination.

No delay on the part of the Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof

shall constitute a waiver thereof. All of the Creditor's rights are cumulative and not alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall enure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs, and beneficiaries of the undersigned.

IN WITNESS WHEREOF, this document is executed on the _____ day of _____

Witness _____

Guarantor (no titles)

Guarantor (no titles)

Residence Address

Residence Address