

GLOBAL IMAGING, INC. CREDIT APPLICATION

10/01

Business Name

Name of Company (Doing Business As):			Legal Business Name (the "Client"):		
Business Location Address:			Business Mailing Address:		
City:	State:	Zip:	City:	State:	Zip:
Manager Name:			Business Contact:		
Phone #:		Fax #:	Phone #:		Fax #:
Manager email address:			Contact email address:		
Federal Tax ID #:			Name/ Address of Parent Company:		
Type of Business: <input type="checkbox"/> C-corporation <input type="checkbox"/> S-corporation <input type="checkbox"/> Limited liability company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor Other: _____			Date Business Started:		
Nature of Business:			Line of Credit Requested:		

Owners (provide 100% ownership for sole proprietor, partnership, LLC) *Attach separate sheet if necessary.*

Name:		Title:	Date of Birth:	Social Security #:	Home Phone:
Residence Address:		% Ownership of business:	City:	State:	Zip:
Former Address:		Ever declared bankruptcy?	City:	State:	Zip:
Name:		Title:	Date of Birth:	Social Security #:	Home Phone:
Residence Address:		% Ownership of business:	City:	State:	Zip:
Former Address:		Ever declared bankruptcy?	City:	State:	Zip:

Trade References

Name	Name	Name
Phone #	Phone #	Phone #
Fax #	Fax #	Fax #
Address	Address	Address
Account #	Account #	Account #

Bank References

Bank	Phone #	Address
Contact	Account #	

By signing below, the undersigned certifies that the undersigned is authorized to sign on behalf of the Client named above, that all of the information in the application is correct and accurate to the best of the undersigned's knowledge, and that the Client expressly authorizes Global Imaging, Inc. and any of its representatives and agents to confirm and obtain any of the statements and obtain any of the information indicated in this application from any source. The undersigned also certifies that the Client and the undersigned have expressly authorized Global Imaging, Inc. to obtain credit reports regarding the Client and the undersigned. Signature below acknowledges that the Client agrees to all of the credit terms and conditions of the Global Imaging, Inc. Credit Agreement printed on the back side of (or attached to) this Global Imaging, Inc. Credit Application.

Print Name:	Title:
Signature:	Date:

Completed application form can be mailed, faxed or delivered to: Global Imaging, Inc., 2011 Cherry Street, Suite 116, Louisville, Colorado 80027, Fax #: (303) 673-9923, Telephone #: (303) 673-9773

GLOBAL IMAGING, INC. CREDIT AGREEMENT

10/01

1. **Prices.** Prices charged for services, equipment, software, and supplies ("goods") shall be the prices in effect on the date of delivery of product(s) to Client. All written quotations and/or proposals submitted by Global to Client shall be valid and binding for thirty (30) days from date of submission. Oral quotations are provided as an approximation of charges only and are exclusively for the Client's convenience. Any claims for adjustments in connection with any invoice must be presented to Global in writing within ten (10) days from the date of such invoice.
2. **Terms of Payment.** All orders are accepted on a C.O.D. basis, unless credit has been established with Global's credit department. Payment on invoices for service is due at time of service. Credit approval takes approximately one week to process upon receipt of a complete credit application and current financial statement. Payment on invoices for goods for Clients with an approved credit line is net thirty (30) days from invoice date unless other arrangements have been made previously. Global accepts VISA, MasterCard, Discover and government credit cards. Equipment orders exceeding \$10,000 require a 50% down payment upon placement of the order, with the balance due upon receipt of the equipment. Leasing options are also available. If payment is not made when due, Client agrees to pay interest at the rate of 1.5% per month (18% per year) on all amounts overdue. Client agrees to pay all costs and expenses, including, but not limited to, attorney and collection fees incurred by Global in connection with the enforcement of Global's rights hereunder. Clients with past due accounts will be placed on "*shipping hold*" until their account is current and the Client's account may revert to a C.O.D. only status. Global shall have the right to offset any amount due to Client by any amount due to Global by Client.
3. **Return Policies.** Any goods returned without prior written consent of Global will be refused. Unopened products may be returned for credit or exchange within 15 days of the invoice date. No returns can be made of specialty or custom goods unless defective. A **Customer Product Return Form** must be completed by the Client and goods approved for return by Global in order for credit to be issued. All returns are subject to a 15% restocking charge. Account credits must be used within 60 days.
4. **Delivery and Shipping.** Delivery dates, if furnished by Global, are approximate. Client's order will be processed as quickly as practicable taking into consideration the type of product or service ordered by Client, Global's obligations to other clients, Global's facility capacity and availability of product. All goods shipped are F.O.B. shipping point. Title and risk of loss of all goods shall pass upon Global's (or designated supplier's) delivery to carrier for shipment to Client, unless otherwise agreed by Global in writing. Buyer shall pay all freight, handling, delivery and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at the election of Global unless specifically designated by Client. Global shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Global. Global shall be entitled to refuse or to delay shipments for failure by Client to pay promptly any payments due Global. Global shall have the right to deliver all goods at one time or in portions from time to time within the time for delivery provided in the order therefor.
5. **Security Interest.** Global shall retain full title to all goods until Client has made full payment to Global. Client hereby grants Global a security interest in all goods shipped to secure the payment of the purchase price of such goods and all other amounts owing under this agreement as described and set forth on each invoice for such goods shipped from time to time pursuant to this agreement. Client agrees to execute one or more financing statements in a form satisfactory to Global, and Global is authorized to file a financing statement in any location deemed necessary or advisable to perfect Global's security interest in the goods and their proceeds. Client further agrees to cooperate fully with Global in executing any additional documents, instruments, financing statements or amendments thereof as Global may deem necessary or advisable to maintain and continue the security interest created by this agreement.
6. **Insurance/Location of Property.** The Client agrees to obtain appropriate insurance policies insuring the goods against loss by fire or other casualty, and agrees that the goods will be kept and used by Client solely at the "Ship To Address" listed on the relevant invoice, and agrees that the Client will keep the goods in good condition and will not remove the goods, nor any part thereof, from that address without the written consent of Global until the Client has made full payment of the sum owed Global.
7. **Repossession by Secured Party/ Resale.** In the case of a failure to make full payment on any amounts owing to Global, or in the case of violation of paragraph 6 of this agreement, Global, or its representatives or assigns, shall be at liberty from that time, and is authorized to enter into and upon any place(s) where the goods may then be, and retake the same and cancel this agreement, and to retain all payments made with regard to the goods without obligation as to resale except as specifically required by the Uniform Commercial Code. The Client agrees to fully cooperate with the secured party in the event of removal/repossession of the goods. In addition, upon the retaking of the goods, Global or its assigns shall have the right to resell the same for the account of the Client in the manner provided by the Uniform Commercial Code and the Client agrees to pay the deficiency arising after the application of the proceeds of the resale to the expenses of retaking and resale and to the payment of the contract price remaining due with interest.
8. **Default.** The parties agree that the Client will be in default under the terms of this agreement if the Client fails to pay any amounts due Global within the terms of this agreement, or violates paragraph 6, and, therefore all amounts due and payments to Global shall be accelerated. In addition, from the time of default all sums due shall accrue a default interest rate of eighteen percent (18%) per annum.
9. **Taxes.** Global's prices do not include sales, use, excise or similar taxes. Accordingly, Client shall, in addition to prices specified by Global, pay any sales, use, excise or similar tax attributable to the sale of the goods covered hereby or in lieu thereof, provide Global with tax exemption certificates acceptable to the taxing authorities.
10. **Buyer's Terms and Conditions.** Global's goal is to provide the highest quality products and services available, maintain inventory levels to meet Client needs, deliver products promptly and in good condition, and serve the Client's needs to the best of our ability. Accordingly, goods furnished and services rendered by Global are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on Client's order, Global's performance of any contract is expressly made conditional on Client's agreement to Global's Terms and Conditions, unless otherwise specifically agreed to in writing by Global. If a contract is not earlier formed by mutual agreement in writing, acceptance of any goods or services shall be deemed acceptance of the terms and conditions stated herein.
11. **General.** This agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of Colorado. Client agrees to submit to the jurisdiction of Boulder County, Colorado courts for all disputes. The prevailing party shall be entitled to an award of reasonable attorney fees. All agreements, covenants, condition and provisions contained herein shall apply to and bind the assignees and successors in interest of Client. If any provision or portion of this agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions hereof shall not be affected.

CLIENT ACKNOWLEDGES AND AGREES THAT GLOBAL MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO PERFORMANCE OR QUALITY OF THE PROPERTY, NOR WITH REGARD TO THE USE OF THE PROPERTY OR GOODS, NOR WITH REGARD TO ANY SERVICE RENDERED TO CLIENT.

CLIENT

GLOBAL IMAGING, INC.

BY: _____
(Print Name and Title)

BY: _____
(Print Name and Title)

(Signature) Date: _____

(Signature) Date: _____

PERSONAL GUARANTY

In order to induce Global Imaging, Inc. to accept and process the Credit Application, and enter into A Global Imaging, Inc. Credit Agreement with the Client, and for other valuable consideration, the undersigned Guarantor, his/her heirs, legatees, devisees, personal representatives, successors and assigns, jointly and severally, unconditionally guarantee, agree and promise to pay to Global Imaging, Inc., or order, on demand, any and all indebtedness of the Company to Global Imaging, Inc. and any related collection costs and attorney fees thereafter incurred by Global Imaging, Inc. in the enforcement of the Client's obligations hereunder, including but not limited to any and all debts, obligations and liabilities of the Client, whether voluntary or involuntary, and however arising whether due or not due, absolute or contingent, liquidated or unliquidated. Global Imaging, Inc. may, without notice, proceed against Guarantor, whether or not Global Imaging, Inc. proceeds against the Client; and Guarantor waives any right to require Global Imaging, Inc. to proceed against or exhaust any security held by or from the Client. This Guaranty may not be revoked by any Guarantor without written consent of Global Imaging, Inc. Guarantor authorize Global Imaging, Inc., from time to time, without notice or demand and without affecting their liability hereunder, to (a) take and hold security for the payment of this Guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security, or take additional security; (b) apply such security and direct the order and manner of the sale thereof as Global Imaging, Inc., in their sole discretion, may determine, and (c) release and/or substitute the Guarantor or acquire additional guarantors. In addition, Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices off acceptance of this Guaranty and the existence, creation, or incurring of new or additional indebtedness.

Personal Guarantor (Print Name):

Guarantor (Signature):

Date: