

MID-STATE TRUCK SERVICE, INC.

Confidential Credit Application Terms & Conditions

1. Terms of sale are net due on the 10th day of the month following the invoice date.
2. Thirty (30) days after sale date, accounts are deemed delinquent and a one and one-half percent (1½%) per month service charge will be added onto the balance due on the account until paid in full.
3. In consideration of extending credit to the applicant, the applicant and guarantor hereby personally guarantee payment on this account for all amounts due and owing on said account. This obligation shall be joint and several between the guarantor and the applicant. The liability of the applicant or guarantor shall not be affected or prejudiced by the additional acceptance of a note or evidence of indulgence or agreement for time payments granted to the guarantor or the applicant. The applicant hereby waives demand for payment, presentment for payment, protest, notice of protest or diligence. The filing of suit or exhaustion of collection or legal remedies against the applicant shall not be a condition precedent to the enforcement of this guarantee against the guarantor personally.
4. This is a continuing guarantee and shall only be terminated as to the guarantor or applicant upon written notice sent certified mail to Mid-State Truck Service, Inc. ("Mid-State"). This termination shall not affect any obligations incurred prior to the receipt of the notice of termination by "Mid-State". A notice of termination sent by the guarantor or applicant will immediately suspend future credit granted to applicant until "Mid-State" receives adequate security for future credit sales. Any waivers of default against applicant shall not affect guarantor's guarantee under this paragraph.
5. In the event that collection on this account is turned over to a collection agency or attorney, applicant agrees to pay for all costs of collection, including but not limited to agency fees, court costs, service fees, and reasonable attorney's fees incurred in the collection of this account whether or not suit is filed, as well as post-judgment.
6. Payment on this account is due in U.S. Currency and payable at PO Box 1150, Marshfield, Wisconsin, 54449.
7. If suit is brought against guarantor or applicant on this account, the parties hereto agree that this agreement shall be construed in accordance with the laws of the State of Wisconsin, and the proper venue for suit shall be in the Circuit Court for Wood County, Wisconsin.
8. Applicant and/or guarantor has read these terms and conditions prior to signing this Credit Application, understands them and agrees that these terms are reasonable consideration for "Mid-State" granting credit to guarantor and/or applicant.

NOTICE TO WISCONSIN RESIDENTS: The interest of the creditor will not be adversely affected by a provision of a marital property agreement, a unilateral statement under Wisconsin Statutes §766.59, or a court decree under Wisconsin Statutes §766.70, unless you furnish a copy of such agreement, statement or decree to the creditor, or the creditor has actual knowledge of such provision before credit is granted.