



OPEN ACCOUNT CREDIT AGREEMENT

Should Satellite Industries and PolyPortables, herein after called "Satellite", accept your Open Account Credit Agreement, (the "Agreement"), all sales to your company on Open Account will be governed by the following terms and conditions:

1. **Acceptance of Orders.** Purchase orders, telephone orders, or the acceptance of a quote generated by Satellite are all acceptable methods by which a Customer may place an order; however, any term or condition set forth in any such form which is inconsistent with or in addition to the terms and conditions of the Open Account Credit Agreement shall have no force or effect.
2. **Delivery.** Delivery under this Agreement will be F.O.B. dock location. Delivery of product to the carrier shall be deemed satisfactory delivery, and title and risk of loss of product shall pass to Customer.
3. **Acceptance.** It is Customer's duty to inspect all products promptly upon receipt and to reject any product which fails to conform to Satellite specifications. Product not rejected by written notice within 7 days of receipt shall be deemed accepted. Rejection shall not be effective unless the rejected product is returned freight prepaid to Satellite within 15 days of the date Customer gives Satellite written notice of rejection. After receipt by Satellite of properly rejected product, Satellite shall, at its option and expense, repair or replace such product. If product is determined to have been properly rejected Satellite will prepay transportation charges back to Customer. If product is determined to have been improperly rejected, Customer shall pay transportation costs in both directions.
4. **Payment.** Unless expressly agreed by the parties otherwise, terms of payment shall be included on the invoice sent by Satellite to Customer.
5. **Purchase Money Security Interest.** Satellite retains a purchase money security interest in all product sold hereunder and all proceeds and products thereof until the full purchase price thereof (including taxes and additional charges) has been paid. Customer agrees, without further consideration, at any time to do or cause to be done, executed and delivered all such further acts and instruments (including without limitation financing statements appropriate for filing) as Satellite may request in order to perfect and protect Satellite security interest in product sold hereunder.
6. **Credit Information.** As an additional inducement for Satellite to accept this Agreement, both Customer and those officers and owners identified above and signing on the first page hereof hereby grant Satellite their express permission, pursuant to § 604(a)(2) of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. as it may be applicable, to retrieve any reported credit information that might be available regarding Customer and those officers and owners identified above. Further, both Customer and those officers and owners identified above expressly recognize that in order to maintain its financial standards Satellite must access and review any reported credit information of both Customer and those officers and owners identified above in order to extend open account credit to Customer and that such a search of reported credit information is authorized by § 604(a)(3)(A) of the FCRA. Finally, both Customer and those officers and owners identified above recognize that pursuant to § 604(a)(3)(F)(i) of the FCRA, as applicable, Satellite has a legitimate business need to access reported credit information of both Customer and those officers and owners identified above. Customer and those officers and owners identified above further agree that Satellite will retain the need to periodically review reported credit information of Customer and those officers and owners identified above in order to determine whether Customer continues to meet the terms of this open account, as allowed by § 604(a)(3)(F)(ii), as may be applicable.

7. **Taxes.** Customer shall bear the expense of all applicable federal, state, municipal and other taxes (such as sales, use or privilege taxes), all customs duties, imposts, and excise taxes based on gross revenue and all personal property taxes assessable on any product shipped to Customer after delivery of such product to the carrier at Satellites' plant.

8. **Proprietary Rights.** Customer understands and agrees that all product furnished to Customer by Satellite is proprietary in nature and that rights in any related patents, copyrights, trademarks or trade secrets do not pass to Customer.

9. **Force Majeure.** If the performance of obligations under this Agreement, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, food, earthquake, or other casualty; labor disputes; inability to procure supplies or power; war or other violence; or any other act or condition beyond the reasonable control of the affected party, including the impracticability of delivery to Customer in the ordinary course of business due to Satellites' order volume, the party so affected, upon notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10. **Entire Agreement, Modifications, Severability.** This Agreement constitutes between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto. No representation, promise, modification or amendment shall be binding upon either party as a warranty or otherwise unless in writing and signed on behalf of such party by a duly authorized representative. Should any provision of this Agreement be determined to contravene or be unenforceable under any valid law or regulation of any government having jurisdiction over the parties, such provision shall automatically be deemed severed herefrom and performance thereof waived, but this Agreement shall otherwise continue in full force and effect.

11. **No Waiver.** Failure by either party on any occasion to require strict compliance with any provision of this Agreement shall not constitute a waiver of such provision or a waiver of such compliance on any other occasion.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota as such laws are applied to contracts made and to be performed entirely in the State of Minnesota. Any dispute arising hereunder shall be adjudicated only in the courts of the State of Minnesota of appropriate jurisdiction in the County of Hennepin, State of Minnesota.

13. **Attorney's Fees/Collection Agency Fees.** Should Satellite forward any past due account owed from Customer to Satellite to a third party collection agency, Customer agrees that Satellite will be entitled to recover the reasonable costs of collection from Customer. In any legal, equitable, or other action arising under this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorney's fees and costs of suit. Interest charged on overdue accounts at 1.5% per month.

14. **Right to Repossess.** In addition to the foregoing provisions, and in addition to any other remedies it may have under this Agreement or under applicable law, if Buyer fails to make payment when due, Seller may repossess the products and put the same into storage, at Buyer's expense, or dispose of the products as Seller, in its sole discretion, when billed.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____ / _____ / _____

CUSTOMER PROFILE

Company's Legal Name _____

D/B/A _____

(street address) _____

(city) _____ (state) _____ (zip) _____

Phone _____

Fax _____

Email _____

Website _____

Business Structure

- ☐ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Limited Partnership
☐ Other (please specify): _____

Years at this location _____

Years in business _____

EIN # _____

D&B # _____

Credit Limit Request _____



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Please complete the following information indicating the names of partners if the business is a partnership, the names of members if the business is a limited liability company, the names of officers if the business is a corporation, the names of officers and shareholders if the business is a sub-s corporation or closely held corporation, and the name of your spouse if the business is a sole proprietorship. **Please review paragraph 6 on the second page of this application prior to signing. Fax completed form to (763) 553-1905 or email to arinfo@satelliteco.com**

OFFICER INFORMATION	Name	Title	Signature	Address	SSN

BANK REFERENCES	Bank Name _____ (street address) _____ (city) _____ (state) _____ (zip) _____ Phone _____ Contact _____	Checking Acct. # _____ Savings Acct. # _____ Years with bank _____ Average monthly checking acct. balance _____
LOAN INFO.	Source Name _____ (street address) _____ (city) _____ (state) _____ (zip) _____ Phone _____ Contact _____	Terms _____ Payments _____ Amount _____ Record _____ INTERNAL USE ONLY Credit Limit _____ Terms _____ Cust. Category _____ History _____ Approved _____ Date _____ Next Review _____ Contacted by _____ Cust. Contacted _____ Spoke with _____

REFERENCES	Name	Phone	Fax	Contact

On average, what percentage of your restrooms are rented per month? _____%	How many pump trucks do you own? _____
Are you sales tax exempt? (If so, please attach exemption cert.) Y N	How many portable restrooms do you own? _____
Is the restroom rental business your primary business? Y N	What are your annual sales? _____
Have you ever declared bankruptcy? Y N	How many employees do you have? _____
Are there any unsatisfied judgements against you or your firm? Y N	Do you own or rent your facility? OWN RENT