

**PA/WV AGREEMENT**

**TERMS OF SALE ON CREDIT/CREDIT AGREEMENT/PERSONAL GUARANTEE**

**(PLEASE READ CAREFULLY BEFORE SIGNING)**

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Sirna & Sons, Inc., an Ohio corporation, dba Sirna & Sons Produce, hereinafter referred to as "Seller", are subject to the following terms and conditions:

1. Purchaser agrees to pay all amounts due Seller in accordance with the terms of payment determined by Seller's Credit Department. Purchaser shall be notified by Seller of the terms of payment. If any amount due to Seller is not paid in accordance with such payment terms, all amounts due by Purchaser to Seller shall then be immediately due and payable, without notice, and interest shall be charged against the sum due at a rate of one and one-half percent (1½ %) per month, less payments and credits, until payment is made in full.
2. Purchaser shall pay Seller a service charge equal to \$30.00 for each check returned by Purchaser's bank.
3. The Purchaser represents, warrants and affirms that the information given herein, and in all credit applications submitted to Seller, is true and correct for purposes of the granting of credit, and agrees to notify the Seller, in writing, of any changes in and/or additions to the information set forth herein, or set forth in any credit applications, or furnished herewith. Purchaser understands that Seller's decision to grant credit to Purchaser is based upon the information provided herein, and/or in any credit applications submitted by Purchaser, and that Seller has relied upon all such information. Purchaser acknowledges that Seller has relied upon the Purchaser's representations, warranties, and agreements, and the terms and conditions of this Agreement, in Seller's decision and agreement to sell goods, and extend credit, to Purchaser.
4. Purchaser understands and acknowledges that Seller is not obligated to extend the credit requested, and the account terms for purchases by Purchaser may be changed by Seller at any time in the sole discretion of the Seller. Purchaser agrees to abide by the terms herein stated for payment and agrees to pay all costs of collection, including but not limited to reasonable attorneys' fees and court costs should Purchaser fail to make any payments due to Seller.
5. Purchaser authorizes Seller to contact any of the banks or other financial institutions, businesses, and/or persons listed on the Credit Application as references, and any and all such references are hereby authorized to convey any information regarding Purchaser as requested by Seller.
6. Purchaser agrees to notify Seller in writing of any change of ownership of Purchaser.
7. Seller may close or suspend Purchaser's account, including the termination of credit, with respect to future purchases at any time without prior notice. Regardless of the cause or reason for the closing or the suspension of, or termination of credit in connection with, the Purchaser's account, the Purchaser shall remain responsible for the payment of all amounts owed to Seller according to the terms and conditions of this Agreement.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof.
9. The person signing on behalf of Purchaser represents and warrants that he/she is authorized to execute this Agreement on behalf of Purchaser.
10. Purchaser waives any presentment, demand, protest, and any other notice from Seller regarding this Agreement and/or amounts due hereunder.
11. The undersigned Purchaser authorizes any attorney-at-law at any time or times after Purchaser fails to pay any amount due Seller (whether maturity occurs by lapse of time or by acceleration) to appear in any state or federal court of record in the United States of America, to waive the issuance and service or process, to admit the non-payment of amounts due under this Agreement when due, to confess judgment against the undersigned Purchaser in favor of Sirna and Sons, Inc. for the amount then appearing due, together with interests and costs of suit, and thereupon to release all errors and to waive all rights of appeal and stay of execution. The foregoing warrant of attorney shall survive any judgment, and if any judgment be vacated for any reason, Seller nevertheless may thereafter use the foregoing warrant of attorney to obtain an additional judgment or judgments against the Purchaser. Purchaser agrees that Seller's attorney may confess judgment pursuant to the foregoing warrant of attorney.

IN WITNESS WHEREOF, the undersigned Purchaser has signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINT NAME OF PURCHASER

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED AGENT

\_\_\_\_\_  
BY: SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
DATE

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON CREDITOR'S PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

PERSONAL GUARANTEE

For value received from and as an inducement to Sirna and Sons, Inc., an Ohio corporation, dba Sirna and Sons, Inc., hereinafter "Seller", to extend credit to

\_\_\_\_\_ ("Purchaser") in which I/we, \_\_\_\_\_ (hereinafter referred to collectively as "Guarantor") have a personal interest, I/we do hereby guarantee absolutely and unconditionally, the full and prompt payment to Seller of all indebtedness which Purchaser has incurred or may incur for the purchase of merchandise, material or services of Seller, including without limitation all liabilities, obligations and amounts due by Purchaser pursuant to the foregoing Agreement (including without limitation, interest, costs of collection and reasonable attorneys' fees). Seller is not required to first seek collection from the Purchaser. The liability of the guarantors shall not be affected by the amount of credit extended hereunder nor by any change in the form of Purchaser's indebtedness by note or otherwise nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

I/we acknowledge that this guarantee is my/our personal obligation and that I/we am/are not acting as an agent on behalf of the Purchaser, notwithstanding any business affiliation or title identified below.

Guarantor authorizes any attorney-at-law at any time or times to appear in any state or federal court of record in the United States of America after indebtedness shall have become due and payable (whether by lapse of time or by acceleration or otherwise) and in each case to waive the issuance and service of process, to admit the maturity of the indebtedness in question and the non-payment thereof when due, to present each evidence of the indebtedness in question or any part thereof to the court and to certify the amount of the indebtedness then owing herein, to confess judgment against guarantor (including each and every guarantor who has signed this Personal Guarantee below) in favor of Seller for the amount of the indebtedness appearing due, together with interest and costs of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution. The foregoing warrant of attorney shall survive any judgment, and, should any judgment be vacated for any reason, Seller may nevertheless utilize the foregoing warrant of attorney and thereafter obtain an additional judgment or judgments against Guarantor. Guarantor agrees that the attorney for Seller may confess judgment pursuant to the foregoing warrant of attorney.

THIS GUARANTEE CONTAINS A CONFESSION OF JUDGMENT PROVISION. I/we acknowledge that I/we have read the above Agreement and I/we understand and agree to the terms of repayment.

THIS IS A PERSONAL GUARANTEE. GUARANTOR SHOULD NOT IDENTIFY ANY BUSINESS AFFILIATION OR TITLE BELOW.

\_\_\_\_\_  
SIGNATURE OF GUARANTOR                      DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
SIGNATURE OF GUARANTOR                      DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE