



Serv-Ware Products Inc.
 Formally known as Cannonware Products
4684 Hwy 70 West, Kinston, NC 28504
 (800) 768.5953 • Fax (800) 800.976-1299 • Email: info@servware.com

Application for Credit

_____		_____	
Legal Company Name		Contact	
_____		_____	
Street Address		P.O. Box	
_____	_____	_____	_____
City	County	State	Zip
_____	_____	_____	_____
Phone #	Fax #	Federal ID #	

Previous address if above is less than five years.

_____	_____	_____	_____
Time in business	Date Incorporated	Partnership	Proprietorship

Officers/Owners

Full Name	Title	Social Security #

Bank Check & Savings (If checking account is less than 2 years; provide previous Bank Account #)

Bank	Branch	Acct #	Officer	Phone #	How Long	Type of Account

Bank/Loans

Bank	Branch	Acct #	Officer	Phone #	How Long	Type Of Loan

Trade References

Firm Name	City	State	Phone #	Contact	How Long

If your application for business credit is denied, you have the right to a written statement of the specific reasons of the denial. To obtain the statement, please contact us at the address or phone number at the top of the page, with in 60 days form the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of your request.

NOTICE: The Federal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); or because all or part of the applicants income derives form any public assistance program or because the applicant has in good faith exercise any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

BANK RELEASE

To whom it may concern: This will be your authority and my request to you to release to Serv-Ware Products, Inc. or any bank or financial institution any information they my request concerning credit standing with your company, bank, and or money on deposit for the purpose of obtaining an account. We/I warranty and affirm that each of the answers is true and correct. I hereby authorize any photocopies of this release.

By signing below, the undersigned individual as principle of and /or guarantor for the applicant, authorizes Serv-Ware Products, Inc. / Advantage Leasing Inc., its designee, assigns or potential assigns, to review his/her personal credit profile provided by the National Credit Bureaus in considering this application and for the purpose of the update, renewal, or extension of credit to the applicant or the collection of any resultant accounts. A fax or photocopy of this authorization shall be valid as the original.

_____	_____	_____	_____
Company Name	Date	Principle Authorized To Sign	Title



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PERSONAL GUARANTEE

NORTH CAROLINA

LENOIR COUNTY

THIS PERSONAL GUARANTEE is made and entered into by _____ and _____ (hereinafter referred to collectively as "Guarantor") in favor of SERV-WARE PRODUCTS, INC. (hereinafter referred to as "SWP");

WITNESSTH:

WHEREAS, _____ (hereinafter referred to as "Applicant") has requested that SWP sell and deliver goods and/or services to Applicant on credit terms on open account; and

WHEREAS, Guarantor has an interest, financial or otherwise, in Applicant, and it is to the benefit of Applicant that SWP extend credit to Applicant, and Guarantor has been advised of the credit terms of SWP and finds said terms acceptable, and Guarantor recognizes that SWP would be unwilling to extend credit to Applicant without this Personal Guarantee, and Guarantor acknowledges SWP's reliance upon this Personal Guarantee in extending credit to Applicant;

NOW, THEREFORE, as an inducement to SWP for the extension of credit to Applicant, and in consideration of the extension of credit and other good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor, jointly and severally, unconditionally guarantees unto SWP the prompt payment upon demand of each and all invoices, accounts receivable, obligations and any and all sums at any time due and unpaid from Applicant to SWP on account of any and all goods and/or services sold by SWP to Applicant. This guarantee shall apply to and guarantee any ultimate balance which shall remain due to SWP and shall be considered a continuing guarantee of any and all liabilities of Applicant to SWP. This is a guarantee of payment and not merely a guarantee of collection. This guarantee shall not be impaired by any modification, extension, release or other alteration of any agreement or of any indebtedness hereby guaranteed. Guarantor authorizes SWP, without notice or demand, and without effecting Guarantor's liability hereunder, from time to time to renew, extend, accelerate, or otherwise change the payment terms of the open account of Applicant. Guarantor hereby waives protest, presentment, notice of dishonor and notice of acceleration of maturity and agrees to continue to remain bound for the payment of all principal sums due from Applicant to SWP, together with interest at the rate of eighteen percent (18%) per annum, and in the event that Applicant's account or this Personal Guarantee is referred by SWP to an attorney for collection, Guarantor agrees to pay SWP's reasonable attorney's fees plus all other expenses incurred in exercising any of the rights and remedies of SWP. The liability of the Guarantor is primary, direct and unconditional without prior resort to any other right, remedy or security that SWP may have. The obligations of Guarantor hereunder are joint and several and are independent of the obligations of Applicant to SWP, and separate action or actions may be brought against Guarantor whether action is brought against Applicant or whether Applicant be joined in any action or actions, the liability of Guarantor hereunder being primary. Guarantor hereby waives the benefit of any surety ship defenses affecting its liability hereunder or the enforcement hereof. Guarantor hereby waives any right to require SWP to proceed against Applicant or proceed against or exhaust any security held by SWP or pursue any other remedy in SWP's power prior to proceeding against Guarantor. Guarantor hereby waives notice of acceptance of this Personal Guarantee, notice of extension of credit to Applicant and notice from time to time of default in the payment any obligation from Applicant to SWP and authorizes and consents to the release and discharge of any co-debtor or surety which SWP may deem advisable or expedient and the release or relinquishment of any security without the same discharging or releasing or in any manner effecting the liability of Guarantor to Applicant under this Personal Guarantee. This Personal Guarantee shall not be effected or discharged by the death of Guarantor, but shall bind Guarantor's heirs and personal representatives, and shall inure to the benefit of any successors or assigns of SWP. This guarantee shall continue in force until twenty-four (24) hours after the President of SWP shall receive written notice by certified mail, return receipt requested, revoking this guarantee as to future transactions between Applicant and SWP. Revocation shall not effect the liability of Guarantor for any indebtedness owed by Applicant to SWP and incurred prior to the receipt of said written notice of revocation. This Personal Guarantee constitutes the entire agreement between SWP and Guarantor. No oral or written representation not contained herein shall in any way effect this Personal Guarantee, which shall not be modified except by the parties in writing. Wavier by SWP of any provision hereof in one instance shall not constitute a wavier as to any other instance.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Personal Guarantee, this the _____ day of _____,

(SEAL)
Guarantor Signature

Print Guarantor Name and Address:

(SEAL)
Guarantor Signature

Print Guarantor Name and Address:

CERTIFICATE OF RESALE

(FOR USE ONLY BY REGISTERED RESIDENT AND NONRESIDENT RETAIL AND/OR WHOLESALE MERCHANTS)

(NOT VALID IF SIGNED BY A CONTRACTOR)

(INSTRUCTIONS ON REVERSE SIDE)

TO: _____
(Name of Vendor)

(Street Location) (City) (State) (Zip Code)

I (We), the undersigned, do hereby certify that the tangible personal property which I(we) purchase from you is, or will be, purchased as for resale except that if I (we) purchase tangible personal property of the type that is used or will be used by me (us), you are directed to charge the retail tax thereon. I (We), by executing this certificate, assume liability for sales and use tax due on all said tangible personal property purchased as for resale and agree, when same is sold at retail or is withdrawn from stock and used or consumed by me (us), to remit such tax to the North Carolina Department of Revenue, Sales and Use Tax Division, Raleigh, N. C., or other taxing jurisdiction as required by statute. This certificate is not to be used to obtain tangible personal property which is for use except as provided in Instruction 4 on the reverse side of this form. It is to remain in full force and effect until I (we) revoke same in writing.

(Type of Business Operated by Purchaser) (Type of Merchandise Sold)

(Trade Name) (Name of Owner)

(Street Location) (City) (State) (Zip Code)

(North Carolina Sales and Use Tax Registration Number)

(If a Nonresident Merchant as Defined in Instruction 1, Enter Out-of-State Registration Number)

BY: _____
(Owner, Partner, or Authorized Corporate Official) (Title) (Date)

Any person who willfully attempts, or any person who aids or abets any person to attempt in any manner to evade or defeat any tax imposed by the statute, or the payment thereof, shall, in addition to other penalties provided by law, be guilty of a Class I felony punishable by imprisonment up to five years, a fine up to twenty-five thousand dollars (\$25,000), or both. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed, as a penalty, an additional tax equal to 50% of the total deficiency.

For each misuse of a certificate of resale by a purchaser, the Secretary shall assess against the purchaser an additional tax, as a penalty, of two hundred fifty dollars (\$250.00). See Instruction 5 on the reverse side of this form.

This certificate is to be signed by the owner of the business or a partner in the case of a partnership or, if a corporation, by an authorized official of the corporation.

INSTRUCTIONS

1. This certificate is for use only by registered resident and nonresident retail and/or wholesale merchants. "Nonresident retail or wholesale merchant" means a person who does not have a place of business in this State, is engaged in the business of acquiring, by purchase, consignment, or otherwise, tangible personal property and selling the property outside this State, and is registered for sales and use tax purposes in a taxing jurisdiction outside this State. Merchants issuing this certificate must keep a copy of the executed certificate in their records.
2. This certificate is not to be used to obtain tangible personal property for use except as provided in Instruction 4 below. See Sales and Use Tax Administrative Rules 7B .0106 and 7B .2301 for additional information in regard to the proper use of this certificate.
3. Retailers and wholesalers making occasional or infrequent purchases of tangible personal property for resale should furnish their suppliers with a copy of this certificate with each purchase order for such tangible personal property. Only one certificate is necessary where frequent purchases are made.
4. Any registered merchant selling tangible personal property at retail and, in addition to such sales, makes purchases of such tangible personal property for use in the general conduct of business and who cannot determine at the time of purchase whether the property will be resold or used may purchase the property from his suppliers without payment of tax by issuing a certificate to such suppliers as their authority for not charging the tax. Such merchant assumes responsibility for payment of the applicable sales and/or use taxes either (1) directly to the North Carolina Department of Revenue, if the transaction is taxable in this State or (2) to the appropriate taxing jurisdiction in another state, if the transaction is taxable in that state. An example of such a merchant is a retailer-contractor. A retailer-contractor is any person who engages in the business of selling building materials, supplies, equipment and fixtures at retail and, in addition to such business, enters into contracts for constructing, building, erecting, altering or repair-ing buildings or other structures and for installing equipment and fixtures to buildings and, in the performance of such contracts, consumes or uses such materials and merchandise.
5. A seller who accepts a certificate of resale from a purchaser of tangible personal property has the burden of proving that the sale was not a retail sale unless all of the following conditions are met:
 - (a) The seller acted in good faith in accepting the certificate of resale.
 - (b) The certificate is in the form required by the Secretary.
 - (c) The certificate is signed by the purchaser, states the purchaser's name, address, and registration number, and describes the type of tangible personal property generally sold by the purchaser in the regular course of business.
 - (d) The purchaser is licensed under the North Carolina Sales and Use Tax Law or under the law of another taxing jurisdiction.
 - (e) The purchaser is engaged in the business of selling tangible personal property of the type sold.A purchaser who does not resell property purchased under a certificate of resale is liable for any tax subsequently determined to be due on the sale. A seller of property sold under a certificate of resale is jointly liable with the purchaser of the property for any tax subsequently determined to be due on the sale only if the Secretary proves that the sale was a retail sale.
6. This certificate is not valid if signed by a contractor. A contractor is the user or consumer of tangible personal property and sales to contractors are taxable at the retail rate of tax.
7. The vendor must obtain a corrected certificate in the event of change of ownership of a business for which a certificate of resale is on file. Such changes in ownership of North Carolina businesses may be verified with the Sales and Use Tax Taxpayer Assistance Section, North Carolina Department of Revenue, Post Office Box 25000, Raleigh, N. C. 27640-0001, or telephone No. (919) 733-3661.