



SuperTech, Inc.

480 Ethan Drive, P. O. Box 1538, Fayetteville, GA 30214
Office: 770-716-7959 Fax: 770-716-7915
www.atlantaforklift.com

CREDIT CARD AUTHORIZATION FORM

Please Print Clearly:

TYPE OF CREDIT CARD (check one): American Express VISA MasterCard

CREDIT CARD NUMBER: _____

NAME IMPRINTED ON CARD: _____

EXP DATE: _____ CVV: _____ (4-digit code on front of AmEx or last 3 digits on back of Visa or MasterCard)

CUSTOMER SERVICE PHONE NUMBER (on back of card): _____

BILLING ADDRESS

SHIP TO ADDRESS same as billing address

NAME _____

NAME _____

STREET _____

STREET _____

CITY _____ STATE _____

CITY _____ STATE _____

ZIP _____ COUNTY _____

ZIP _____ COUNTY _____

PHONE _____ FAX _____

PHONE _____ FAX _____

As an officer of the corporation, the business owner, or someone who has the legal authority to commit to credit obligations of the above named company, I hereby give permission to SuperTech, Inc. to use the credit card described above for the payment of goods and services either as our agreed upon method of payment or for payment of past due amounts. Payments made by credit may incur a 3% surcharge. Cardholder shall indemnify and hold SuperTech, Inc. harmless from all loss, damages, expense or liability in connection with such authorized use of the above-noted credit card. All information provided herein is true correct, without exception. In the event the information disclosed in this credit card authorization form is in any way incorrect, false or fraudulent, the Cardholder shall be liable for all costs, expenses and legal fees incurred in protecting SuperTech, Inc.'s rights and interests. SuperTech, Inc. shall not be liable to the Cardholder for any incidental, consequential, special or punitive damages arising out of this authorization. Any changes, expiration or cancellation of card listed above, or other updated credit card information will be provided immediately to SuperTech, Inc. We agree to the release of any bank information of credit card to SuperTech, Inc. for credit purposes. A copy of this Agreement is considered as valid as an original. All information provided is kept confidential.

AUTHORIZED SIGNATURE: _____

Print Name ("Buyer"): _____ **Date:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Please note that missing information, signatures, etc. may prevent or delay sale or service.

Additional Terms & Conditions set forth on next page. Please fully complete both sides of this form and return by:

Fax: (770) 716-7915 or Email: alicia@atlantaforklift.com

CREDIT ACCOUNT AGREEMENT TERMS AND CONDITIONS

- 1. Exclusive Terms and Conditions.** The terms and conditions set forth below shall constitute the complete Agreement between SuperTech, Inc. ("SuperTech") and the purchaser of SuperTech's goods and services ("Buyer"). This Agreement shall supersede all prior and contemporaneous oral and written statements of any kind whatsoever made by the parties and their representatives.
- 2. Buyer's Orders.** Buyer's orders shall not constitute contracts of sale or service unless accepted by SuperTech. SuperTech's acceptance of any order for sales or service is expressly conditioned on upon Buyer's assent to the terms and conditions of this Agreement.
- 3. Terms of Payment.** The terms of payment for each purchase of goods and/or services are by credit card unless otherwise indicated on SuperTech's Invoice. Buyer agrees that payment can be made on credit card immediately as invoice is generated. A service charge of one and one half percent (1.5% per month) or (18% per annum) or the highest legal rate, whichever is less, may be assessed on any unpaid balances. Buyer shall be responsible for reasonable attorney's fees, and all costs of collection incurred in connection with a past due balance. Buyer shall have no right of set-off. Orders, service and/or equipment may be held if there are any past due invoices. Customer and/or named credit cardholder gives permission to SuperTech, Inc. to use the credit card shown above if their account is established for payment by credit card and/or for any past due amounts. Customer shall indemnify and hold SuperTech, Inc. harmless from all loss, damages, expense or liability in connection with such use of a credit card. Payments made by credit card may incur a 3% surcharge. Customer agrees to notify SuperTech, Inc. immediately if any information on the card provided is changed (including billing address, expiration date, etc.).
- 4. Acceptance of Invoices.** Buyer agrees to immediately examine each of SuperTech's Invoices upon receipt and to advise SuperTech of any disputed transactions or charges within ten (10) days of receipt by means of a written statement specifying the reasons for such dispute. Failure to notify SuperTech of a dispute with respect to any transaction or charge on any Invoice shall constitute a waiver of any and all such disputes or claims.
- 5. Taxes.** Any applicable federal, state, local, or other governmental tax or assessment on the sale of goods or services covered under this Agreement shall be added to SuperTech's Invoice and paid by Buyer unless an applicable Georgia Sales & Use Tax Exemption Form has been completed and provided to SuperTech.
- 6. Change in Ownership or Location.** Buyer shall notify SuperTech in writing of any change in ownership, name, business structure or business location of Buyer within ten (10) days of such change becoming effective.
- 7. Termination of Agreement and Cancellation of Credit.** SuperTech reserves the right, at its sole discretion and without notice, to terminate this Agreement, cancel all available credit, and/or refuse to make future advances or to provide Buyer with goods or services for any reason or for no reason. In the event SuperTech terminates this Agreement, all outstanding Invoices shall become immediately due and payable.
- 8. Pricing.** SuperTech reserves the right, at its sole discretion and without notice, to change its pricing for any good or service provided.
- 9. Indemnification.** Buyer agrees to defend and hold SuperTech, its owners, directors, officers and employees harmless against all claims in law or equity of any kind or character, including but not limited to claims for damages of any kind, expenses, legal fees, or costs, that in any way arise out of or relate to SuperTech's provision of goods, rentals or services to Buyer pursuant to the terms of this Agreement.
- 10. Warranties.** The only warranties provided by SuperTech are express, written warranties, if any. Buyer expressly waives all other warranties including but not limited to the implied warranties of merchantability or fitness for a particular purpose.
- 11. Release of Information.** Buyer expressly agrees that SuperTech is authorized to contact any financial institution or trade reference listed by Buyer in order to establish the creditworthiness of Buyer. Buyer expressly authorizes each financial institution or trade reference listed to release information to SuperTech as requested for the purpose of obtaining and/or reviewing Buyer's credit from time-to-time. If Buyer is not a corporate entity, SuperTech is further authorized to obtain credit reports on the proprietors, partners or principals.
- 12. Governing Law and Other Matters.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, DIRECTLY OR INDIRECTLY, BUYER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO THE JURISDICTION OF AND PROPER VENUE IN THE STATE OR SUPERIOR COURT OF FAYETTE COUNTY, GEORGIA. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY SUPERTECH OR THE ENFORCEMENT BY SUPERTECH OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION.
- 13. Waiver of Remedies.** No delay or failure on the part of SuperTech in the exercise of any right or remedy it may have against the Buyer hereunder or otherwise shall operate as a waiver thereof, and no single or partial exercise by SuperTech of any such right or remedy shall preclude other or further exercise thereof or the exercise of any other such right or remedy.
- 14. Amendments.** This Agreement may not be amended in any manner except in writing signed and dated by SuperTech and the Buyer.
- 15. Severability/Entire Agreement.** In case any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16. Headings.** Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
- 17. Advice of Counsel.** In entering into this Agreement, Buyer represents that it has been afforded an opportunity to read and fully understand this Credit Account Agreement and an opportunity to consult with legal counsel prior to signing. Buyer warrants that this Agreement is executed freely and voluntarily and is not based on any assurances or statements of any kind made by SuperTech or its agents, except as otherwise contained herein.

By submitting its Application for Credit Account and executing this Agreement, Buyer certifies that it is making a request for credit for business purposes only and that it is not seeking credit for personal, family or household purposes. The representative for Buyer signing below represents and affirms that he or she has the capacity and full authority to enter into this Agreement and bind the Buyer named below. A copy of this Agreement maintained by SuperTech is considered as valid as an original.

Wherefore, Buyer sets it hand and seal through its duly authorized representative as set forth below:

COMPANY NAME ("Buyer"): _____ (seal)

AUTHORIZED SIGNATURE: _____ (seal) TITLE: _____

PRINT NAME: _____ (seal) DATE: _____