



# Luzerne Optical Laboratories, Ltd.

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## CREDIT APPLICATION PLEASE TYPE OR PRINT

Corporate Name \_\_\_\_\_

Trade (Store) Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Years in Business \_\_\_\_\_

Kind of Business (Check One):  OD/MD  Retail  Optician

Franchise:  YES  NO  Lab (Wholesale Group)  Low Vision Clinic  Other \_\_\_\_\_

Multiple Locations:  YES  NO (If yes, please attach listing of all stores)

Name of Proprietor, Managing Partner or Member or Corporation Officer \_\_\_\_\_

Type of Business (Check One):  Sole Proprietor  Partnership  Corporation  
 Limited Liability Company  Other Specify: \_\_\_\_\_

Other than Proprietor, State of Formation, Date and Federal I.D. # \_\_\_\_\_

List Names, home addresses and Social Security #'s of all owners, principals, shareholders, partners or officers:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person responsible for Payment on this Account (Name, title, phone #) \_\_\_\_\_

BANK REFERENCE (Name of Bank, Address, Phone #) \_\_\_\_\_

Loan Officer \_\_\_\_\_ Account # \_\_\_\_\_

### TRADE REFERENCES (List Three)

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Account # \_\_\_\_\_

The undersigned acknowledges that Luzerne Optical is relying on the truth and accuracy of the information in this Application in deciding to extend credit terms, and hereby certifies that the above information is true and correct, and I hereby authorize Luzerne Optical to obtain information from any references listed above. If Applicant is a corporation, the undersigned has the authority to bind the corporation to the terms contained herein. It is further understood and agreed that at any time should this account not be paid according to the terms, applicant shall pay interest at the highest rate allowed by law in Pennsylvania in which the undersigned resides or maintains a place of business.

### TERMS AND CONDITIONS

Applicant consents to the exclusive personal Jurisdiction for any transaction made pursuant to this credit application shall be in the Courts of the County of Luzerne, Pennsylvania. All transactions taking place pursuant to this credit application shall be deemed to have occurred in the County of Luzerne, Pennsylvania. The law of Pennsylvania shall govern all transactions taking place between the parties without regard to conflicts of laws principles.

- A 1.5 % per month finance charge (annual percentage 18%) will be added to all past due accounts 30 days and over. The undersigned agrees to comply with this agreement and to accept the assessment, which will be charged to the statement.
- A minimum charge of \$35.00 will be made for any checks returned for insufficient funds.
- Luzerne Optical may withhold credit purchases at any time upon its sole discretion and will not be accountable to Applicant for any damages arising therefrom.
- Proof of Delivery and Objection Policy. The customer must raise any non-conformity and bring it to the attention of Luzerne Optical in writing within ten days of the date of the invoice and shipment. In the event of any failure to raise any such objection within ten days after invoice and shipment, customer hereby agrees that it waives any such non-conformity as grounds of nonpayment for the invoice. In the event that customer fails to request any proof of delivery within ten days after receipt of any statement of account for any delivery, then customer hereby acknowledges that it waives the right to request any such proof of delivery thereafter. Any instance where Luzerne Optical provides proof of delivery after ten days has elapsed from the date of statement of account shall not for the basis for any waiver of the right to assert this time in the future.
- Anyone having an account with Luzerne Optical agrees to and accepts our credit terms, and also agrees to pay any and all court costs, attorney fees and collection costs.

Authorized by (Print Name/Title) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

# GUARANTY

In consideration for, and as an inducement and incentive to Luzerne Optical Laboratories, LTD., and/or any of its subsidiaries (herein referred to as "Creditor") to extend credit and/or sell goods, wares, equipment, fixtures and merchandise on credit (herein collectively referred to as "Goods") to:

\_\_\_\_\_ (D/B/A) \_\_\_\_\_  
(PRINT NAME) (BUSINESS NAME)

Located at: \_\_\_\_\_  
(BUSINESS ADDRESS)

(herein referred to as "Debtor"), the undersigned jointly and severally (herein referred individually or collectively if more than one to as "Guarantor") absolutely guaranty and become surety for payment to Creditor of all past, present, and future Indebtedness (as hereafter defined) of Debtor to Creditor. For purposes of this Guaranty, Indebtedness shall mean all amounts owed to Creditor by Debtor for credit extended, together with all costs, expenses, court costs and attorneys fees incurred for collection. If Debtor fails to make payments when due any Indebtedness for Goods purchased from Creditor, Guarantor shall pay Creditor upon demand the Indebtedness. This is a Guaranty of payment and not just collection.

Guarantor further agrees to the following terms and conditions:

1. This Guaranty shall continue in full force and effect until all obligations which are guaranteed by this instrument and fully discharged.
2. With or without notice to Guarantor, Creditor shall have the unrestricted right to renew, extend, modify, accelerate and/or compromise any Indebtedness of the Debtor and to accept, substitute, surrender or otherwise deal with any collateral security or guaranties. No such action by Creditor shall affect Guarantor's liability in any manner.
3. Any Indebtedness of Debtor now or hereafter owing to Guarantor in subordinated to all obligations to Creditor incurred by Debtor. Without the prior written consent of Creditor, no such indebtness to Guarantor shall be paid in whole or in part, or will Guarantor accept any payment of or on account of such indebtness at any time while Indebtedness guaranteed by this instrument is outstanding and unpaid.
4. Creditor may proceed against Guarantor for any amount guaranteed pursuant to this instrument whether the actions is brought against Debtor or whether Debtor is joined in any such action or not. This is a Guaranty of payment and not just collection. Guarantor is surety for Debtor's Indebtedness.
5. Notice in default in the payment of any Indebtedness is expressly waived by guarantor.

**6. CONFESSION OF JUDGMENT.** THE FOLLOWING PARAGRAPH SETS FORTH A POWER OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST GUARANTOR, THE GUARANTOR, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT) COUNSEL FOR GUARANTOR AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, INTELLIGENTLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE GUARANTOR HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE. **GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT BY ENTERING INTO THIS GUARANTY CONTAINING A CONFESSION OF JUDGMENT CLAUSE THAT GUARANTOR IS VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY GIVING UP ANY AND ALL RIGHTS, INCLUDING CONSTITUTIONAL RIGHTS, THAT GUARANTOR HAS OR MAY HAVE TO NOTICE AND A HEARING BEFORE JUDGMENT CAN BE ENTERED AGAINST GUARANTOR.** IT IS SPECIFICALLY ACKNOWLEDGED BY GUARANTOR THAT CREDITOR HAS RELIED ON THIS WARRANT OF ATTORNEY **AND THE RIGHTS WAIVED BY GUARANTOR HEREIN** IN RECEIVING THIS GUARANTY AND AS AN INDUCEMENT TO GRANT FINANCIAL ACCOMMODATIONS TO THE DEBTOR.

Upon the occurrence of a default in the payment of the Indebtedness due under this Guaranty, each Guarantor hereby jointly and severally authorizes and empowers any attorney of any court of record or the prothonotary or clerk of any county in the Commonwealth of Pennsylvania, or in any jurisdiction where permitted by law or the clerk of any United States District Court, to appear for Guarantor in any and all actions which may be brought hereunder and enter and confess judgment against the Guarantor or any of them in favor of Creditor for such sums as are due or may become due hereunder, together with costs of suit and actual collection costs including, without limitation, reasonable attorneys' fees with or without declaration, without prior notice, without stay of execution and with release of all procedural errors and the right to issue executions forthwith. If a copy of this Guaranty verified by affidavit of any officer of the Creditor shall have been filed in such action, it shall not be necessary to file the original thereof as a warrant of attorney, any practice or usage to the contrary notwithstanding. The authority herein granted to confess judgment shall not be exhausted by any single exercise thereof, but shall continue and may be exercised from time to time as often as Creditor shall find it necessary and desirable and at all times until full payment of all amounts due hereunder. In the event that any judgment confessed against the Guarantor is stricken or opened upon application by or on behalf of Guarantor or any obligor for any reason, Creditor is hereby authorized and empowered to again appear for and confess judgment against Guarantor for any part or all of the Indebtedness owing under this Guaranty.

7. All rights powers or remedies of Creditor shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to Creditor by law. This Guaranty shall inure to the benefit of the Creditor's successors and assigns and shall be binding on the Guarantor, to his legal representatives and assigns. This Guaranty and all rights of Guarantor and Creditor shall be governed in all respects by the law of the State of Pennsylvania without regard to the conflicts of laws principles. Guarantor hereby consents to the personal jurisdiction by the Court of Common Pleas of Luzerne County, Pennsylvania, which shall be the exclusive venue for any proceedings under this Guaranty.

8. Notice of acceptance of this Guaranty is expressly waived by the Guarantor. Intending to be jointly and severally legally bound hereby, the Guarantor sets his hand and seal the date hereof.

\_\_\_\_\_  
Date X  
Signature only (Do not include Title)

\_\_\_\_\_  
Home Address X

\_\_\_\_\_  
City, State, Zip Print Name