

# Personal Guarantee

Revised 12/08/2009

I, \_\_\_\_\_, \_\_\_\_\_, in order to place an order with Smart Corporation LLC  
(Printed Officer's Name) (Printed Officer's Name)  
to extend credit to \_\_\_\_\_, the Guarantors signing below jointly, severally, and  
(Company Name)

unconditionally guarantee the prompt payment of any sums advanced by Smart Corporation LLC pursuant to this agreement, together with any other lawful charges set forth herein.

## Signatures:

_____ Printed Name	_____ Signature	_____ Date
_____ Printed Name	_____ Signature	_____ Date

**CLAIMS:** Claims must be made within 48 hours or 2 business days. Proper documentation along with noted and signed bill of lading are required. Smart Corporation allows up to 30 calendar days to present concealed damage. Concealed damage will require signed bill of lading, proper documentation and notation along with some form of visual representation of damage. i.e. pictures.

**RETURNS:** No goods may be returned without prior approval & authorization by Smart Corporation.  
Smart Corporation shall not be liable for failure to deliver goods occasioned by cause beyond its control, including without limitations to, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, machinery breakdown, delays of carriers or suppliers and governmental acts or regulations.

**Smart Corporation reserves the right at any time to revoke any credit extended.**

**Customer** certifies that the information presented by the **customer** in this application is true and correct. Smart Corporation is authorized to contact all references contained in this application & that a credit report may be ordered.

**Customer** represents that at the time or execution of this application, **customer** is solvent: that **customer** can pay its debts in the ordinary course of business as they become due; that the aggregate of **customer's** property is at a fair valuation sufficient to pay its debts and that **customer** will be able to pay for goods within terms extended by Smart Corporation.

This contract is entered into at Smart Corporation, LLC d/b/a Smart Cabinetry, New Paris, IN 46553 in the State of Indiana, and shall be construed and bound in accordance with the laws of the State of Indiana.

The undersigned hereby agrees to the use of a Non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principle(s), and/or guarantor(s) in connection with the extension of business credit as contemplated in this credit application. The undersigned hereby authorize(s) Smart Corporation to utilize a consumer credit report on the undersigned from time to time in the connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et.seq..

## Signatures:

_____ Printed Name	_____ Title	_____ Signature	_____ Date
_____ Printed Name	_____ Title	_____ Signature	_____ Date
_____ Printed Name	_____ Title	_____ Signature	_____ Date

Please fax signed and completed form to Amy Wells: fax (866) 539-9080