

These General Credit Terms are incorporated by reference in the signed Application for Credit and Credit Agreement. In this Agreement, the words "you" and "your" mean any person who executes this Agreement whether as borrower or guarantor, has requested and is issued credit, or is authorized to use the Credit Account, that is established at your request. The words "we", "us", and "our" mean Elite Truck and Trailer, Inc. dba Rocky Mountain Truck Center, 163 Thunder Road, Belgrade, MT 59714.

- 1. Promise to Pay.** In return for extending credit to you on this Account, you promise to pay us for purchases that you make on this Account from time to time. You also promise to pay us all other charges mentioned below, according to the terms of this Agreement.
- 2. Payment.** You agree that the terms of this Agreement are net 10th. You may make your payment by check, money order or similar instrument payable in U.S. funds and mail it to the address shown on our invoice.
- 3. Returned Check Fee.** If any check presented in payment on your Account is returned to us unpaid by your bank, we may charge to your Account the amount of the check plus a reasonable collection fee of \$20.00 to cover our collection costs, and bank service fees, along with such other amount as may be authorized under Montana law. We will add any such fees to the balance due on your Account.
- 4. Security Interest.** You grant us a purchase money security interest in all goods purchased on your Account and a common law or statutory lien on services and/or goods provided until such goods and/or services are paid in full. Seller shall have all common law and statutory lien rights available in the state where goods or services are provided and you hereby agree that if you take possession of any related equipment without making payment to us and thereafter we regain lawful possession of the equipment that was once subject to lien claims while there remains a balance due us, all such lien rights shall be reinstated as if we had always maintained lawful possession of all such equipment. We may allocate your payments first to any unpaid goods and service, paying off each item in the order in which it was purchased or incurred, oldest charges first.
- 5. Default/Collection Costs.** If we fail to receive payment when due, if you declare bankruptcy, or if you die, it will be a default, and, subject to any right you may have under state law to receive notice of and to cure such default, we may declare the entire unpaid balance in the Account due and payable. We may also repossess any item in which we still retain a security interest or lien, but we will do so only in the manner and to the extent permitted by applicable law. If your Account is referred to an attorney and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorney's fees and costs. No attorney's fees will be imposed in any state in which such fees are prohibited.
- 6. Canceling or Limiting Your Credit.** We reserve the right at any time to limit or terminate the use of your Account without giving you notice in advance, unless we are required to give you notice by applicable law.
- 7. Change in this Agreement.** We may change any terms of this Agreement by furnishing you notice of the change to the extent required by law. If permitted by applicable law, any new terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions.
- 8. Credit Investigation.** You give us permission to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work, if applicable. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit, or in connection with the

collection of this Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer-reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

- 9. Change of Address.** You agree to notify us promptly in writing if you move. Until we receive notice of your new address, we will continue to send Invoices and other notices to the address in our records.
- 10. Governing Law.** You understand and agree that this Agreement is entered into between you and us in Montana; it is not valid until we accept it in Montana, and any credit we extend to you is extended in Montana. You further understand and agree that this Agreement is governed only by applicable federal law and the law of the State of Montana, whether or not you live in Montana and whether or not goods are purchased or services are rendered in Montana.
- 11. Jurisdiction.** You understand and agree to submit to the jurisdiction of the courts of the State of Montana, and the Federal Court of the United States located in Montana. To the extent that you or any of your property has or may hereafter acquire any right of sovereign immunity from suit, you hereby irrevocably and unequivocally waive any such right of sovereign immunity in respect of your obligations, rights and duties under this Agreement.
- 12. Severability.** The invalidity of any provision of these General Credit Terms, or the General Terms and Conditions as set forth on the Invoice, shall not affect the remaining provisions hereof.
- 13. Disputed Amounts.** All communications concerning disputed amounts or billing inquiries must be sent to Elite Truck and Trailer, Inc., P.O. Box 327, Belgrade, MT 59714. Any check or other payment instrument in an amount less than the full amount due or marked as "paid in full" or any other restrictive endorsement will in no case discharge the full amount due unless there is an agreement to release the balance coupled with an acceptance of the payment as an accord and satisfaction.
- 14. Terms and Conditions of Sale.** In establishing this account you agree to the Terms and Conditions of Sale attached hereto and found on all invoices provided by us.

BORROWER

(Company Name)

Authorized signature required

Date required

Title of Authorized signor

GUARANTOR

Name of guarantor

Signature of Guarantor

Date required