

GUARANTEE OF PAYMENT OF ACCOUNT

Please sell and deliver to _____ on your usual credit terms such goods, wares and merchandise as it/he/she, from time to time may select, and in consideration thereof, I hereby guarantee and hold my/ourselves personally responsible and liable for the full and punctual payment of the purchase price of all such goods, wares and merchandise and service charges thereon so sold and delivered, whether evidenced by open account or promissory notes. My/our liability shall not be affected by any change in the form of the indebtedness, by note or otherwise, nor by any extension or renewal. I/we hereby waive notice of acceptance hereof, amount of sale, date of shipment or delivery and notice of default and payment. I/we waive all right of exemption under the laws of the State of Alabama or any other state. I/we agree to pay all costs of collecting or securing or attempting to collect or secure such sums, including a reasonable attorney's fee and all court costs of all debts which I/we owe or may in the future owe Swift Supply, Inc. as a result of this personal guarantee.

This is intended to be a continuing guarantee, applying to all sales and services made by Swift Supply, Inc., to _____ and shall continue in full force and effect until such time as I/we shall notify Swift Supply, Inc. in writing of revocation. Such revocation shall not in any way relieve me/us from liability for any indebtedness incurred prior to the actual receipt by Swift Supply, Inc. for such notice. Receipt of revocation of guaranty shall be evidenced by letter from Swift Supply, Inc.

ARBITRATION CLAUSE-Any controversy or claim against Swift Supply, Inc. or any of its agents, servants or employees, arising out of or relating to the account which is the subject hereof, or arising out of or relating to the quality of any goods purchased from Swift Supply, Inc. shall be settled by arbitration, administered in accordance with applicable rules of the American Arbitration Association and judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The scope of the arbitration clause contained herein shall be broadly construed to include any claim of any nature against Swift Supply, Inc. by any party hereto, specifically including claims arising out of or relating to the extension of credit hereunder; the manner in which the rights of Swift hereunder are administered or enforced; the quality or suitability of any goods or materials purchased from Swift Supply, Inc. by any party hereto and the purchase for which is charged to the account referred to herein.

Date _____ of _____, 20 _____

Witness to Guarantor(s)

Guarantor

Witness to Guarantor(s)

Guarantor

Guarantor

Guarantor