



### CONFIDENTIAL CREDIT APPLICATION

BUSINESS NAME: ("CUSTOMER"): \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

SHIPPING ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP

TELEPHONE NO: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SALE TAX EXEMPT:  YES  NO (IF YES, PLEASE ATTACH COPY OF TAX EXEMPTION CERTIFICATE)

**SALES TAX WILL BE ADDED TO ALL PURCHASES UNLESS YOUR TAX EXEMPTION CERTIFICATE IS ON FILE WITH US, NO EXCEPTIONS.**

TYPE OF ORGANIZATION (CHECK BELOW):

CORPORATION PARTNERSHIP LIMITED LIABILITY COMPANY PROPRIETORSHIP GOVERNMENT

FEDERAL I.D. NO.: \_\_\_\_\_ DATE BUSINESS ESTABLISHED: \_\_\_\_\_

A/P CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ELECTRONIC BILLING:  YES  NO (IF YES, PROVIDE EMAIL) \_\_\_\_\_

NAME AND ADDRESS OF BONDING COMPANY: \_\_\_\_\_

**IF APPLICABLE, PLEASE PROVIDE LIST OF AUTHORIZED BUYERS.**

### OWNERS & OFFICERS

NAME	HOME ADDRESS & PHONE NO.	TITLE	SOCIAL SECURITY #
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

HAS CUSTOMER EVER FILED FOR BANKRUPTCY?  YES  NO DATE FILED: \_\_\_\_\_ TYPE: \_\_\_\_\_

### BANKING INFORMATION

BANK NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

ACCOUNT #: \_\_\_\_\_ ACCOUNT TYPE: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ ACCOUNT TYPE: \_\_\_\_\_

DATE OPENED: \_\_\_\_\_ PERSON TO CONTACT: \_\_\_\_\_

### TRADE SUPPLIERS INFORMATION

NAME	CITY, STATE	PHONE NUMBER	EMAIL	ACCT. #
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____
4) _____	_____	_____	_____	_____

# TERMS AND CONDITIONS OF SALE

The terms and conditions (the "Terms") constitute the entire understanding and agreement between Delta Swiss Technologies (hereinafter separately or collectively referred to as "Seller") and the Buyer (hereinafter referred to as "Buyer") with respect to any sale, of any kind- of goods and/or materials (collectively, "Goods") or services ("Services") by Seller to Buyer including without limitation direct shipment sales arranged by or through Seller and sales billed to separate job accounts. Any terms, conditions or provisions contained in Buyer's purchase order or in any other communication from Buyer which are in any way inconsistent with or in addition to the Terms are hereby rejected by Seller and shall not be applicable to these Terms or binding in any way upon Seller. Seller's failure to object to Terms contained in Buyer's purchase order or any other communication from Buyer will not be deemed a waiver of these Terms or an acceptance of the Terms contained in Buyer's purchase order.

1. Quotes/Shipping. All sales are subject to the terms set forth herein. All orders are based upon quotation and if placed within 30 days from date of the quotation and accepted by Seller will be billed at the prices quoted. All prices are FOB shipping point unless otherwise specified in writing by an agent of Seller. The prices quoted are subject to additional federal, state and local taxes.
2. Shipping Delays/Defects. On all orders placed for stock, out of stock and special order materials where the delivery date is delayed due to manufacturers shipping error or any other error, Buyer agrees to hold Seller harmless for any delay and agrees to make payment in full for said goods. Buyer further agrees that Seller will not be responsible for any manufacturer's shipping defect or any injury to person(s) as a result of such defect.
3. Inspection. The Goods must be inspected by Buyer immediately upon delivery. No rejection by Buyer or any Goods shall be effective unless made in accordance with Article 2 of the UCC and in any event (i) within fifteen (15) days after Buyer's receipt of the Goods, and (ii) accompanied by a statement describing in detail the particular defect which is the basis of the rejection. If Goods are damaged in transit, then Buyer shall have the responsibility to file and prosecute damage claims with the carrier.
4. Returns. Stocked items which are defective may be returned without prior authorization for credit or replacement. Credit for properly returned stock items will be given when material is received. Non-stock items cannot be returned without prior authorization. Restocking charges imposed by the manufacturer will be charged to the Buyer. Credit for properly returned non-stock items shall be given when Seller receives credit from the manufacturer. Materials ordered by Seller incorrectly and/or shipped incorrectly by the manufacturer and returned to Seller will not be subject to restocking charge. All returns must be accompanied with the original invoice number of purchase reference and a reason for the return.
5. Exclusion of Warranties. All Goods are sold with the manufacturer's limited warranties and are not warranted by Seller. THIS WARRANTY OF THE MANUFACTURER IS EXCLUSIVE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
6. Limitation of Remedies. Buyer agrees that the sole remedy for any default arising out of the sale and/or purchase of any and all Goods purchased from or provided by Seller shall be the return of said Goods for credit or replacement as provided for in paragraph 4 above. To the maximum extent permitted under applicable law, Seller will not be liable for any loss of use, interruption of business, or any indirect, special, incidental or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence) and strict product liability or otherwise, even if Seller has been advised of the possibility of such damages, and Buyer expressly waives any right it may have to recover such damages.
7. Security Interest. Buyer grants to Seller and Seller will retain a purchase money security interest under the Uniform Commercial Code in all Goods purchased from Seller until the Goods are paid in full. If you fail to pay for the Goods and any Services provided in connection therewith as agreed, Seller may repossess any Goods in which it retains a security interest and Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. You hereby authorize Seller to file financing statements covering the Goods.

## CREDIT REQUEST

Buyer requests that Seller provide trade credit in amount of \$ \_\_\_\_\_, Buyer anticipates that its credit requirements will be approximately \$ \_\_\_\_\_/month. Buyer represents that the information contained in this Credit Application and all other information which Buyer has provided to Seller is true and correct. Buyer grants permission for any person, trade reference or reporting agency to furnish to Seller any and all information, including but not limited to any Buyer report, D&B business report, Experian report or other credit report which Seller may periodically request. Payment is due **net 30** days from the date of invoice. Seller will add a service charge of 1½ per month (18% per annum) to all invoices that are more than 30 days past due. Except where prohibited by law, such service charge will accrue with respect to any invoice from the date such invoice is due. Buyer hereby agrees to pay the same. Buyer understands and agrees that all purchases are covered by Seller' standard terms and conditions. Buyer agrees to pay all expenses including court costs, legal and administrative expenses and attorney fees paid or incurred by Seller endeavoring to collect the sums due and owing by Buyer. Credit limits can be adjusted based on Buyer's needs and/or requests. Failure of Buyer to make any payment when due shall constitute a default under this Agreement and shall give Seller the right to declare all invoices immediately due and owing. Failure of Buyer to make any payment when due shall give Seller the right to suspend and/or cancel delivery of any order, at its sole discretion. In addition, Seller shall have the right to repossess without process any previously delivered equipment, parts or products which have not been paid for in full. Seller shall have the right in its sole discretion to cancel pending orders and to refuse to extend credit to Buyer at any time without prior notice to Buyer. If, in Seller's judgment, Buyer's financial condition does not justify the terms of payment specified, Seller may cancel Buyer's Order unless Buyer immediately pays for all Goods and Services which have been delivered or provided and pays in advance for all Goods and Services to be delivered or provided.

BUYER ACKNOWLEDGES THAT THE TRANSACTIONS TO WHICH THESE TERMS RELATE ARE COMMERCIAL TRANSACTIONS. BUYER HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING WHICH IT MAY BE ENTITLED TO UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY OR OTHER RIGHT OR REMEDY THAT SELLER MAY ELECT TO USE OR OF WHICH IT MAY AVAIL ITSELF, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS CREDIT AGREEMENT. THE BUYER ACKNOWLEDGES THAT BUYER MAKES THESE WAIVERS KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

PRINT COMPANY NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE & TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE & TITLE: \_\_\_\_\_

## PERSONAL GUARANTY

In consideration of Seller now or hereafter extending credit to the Buyer, the undersigned hereby unconditionally, jointly and severally (if more than one), personally guarantees the timely payment of all amounts now or hereafter owing from the Buyer to Seller. The undersigned hereby waives all surety defenses and all discharges based on suretyship, presentment, demand, protest, notice of protest, notice of non-payment or non-performance, notice of any renewals or extensions under the Credit Agreement and any other notices related to demand or collection of amounts due from the Buyer to Seller or any requirement that Seller first proceed against the Buyer or any other person or any assets of the Buyer or of any other person before proceeding against the undersigned. The undersigned's liability hereunder shall not be affected by any compromise, settlement, extension of credit or variation of the terms of credit or any other agreement between the Buyer and Seller or between any other guarantor and Seller. This guaranty shall remain in full force and effect until a revocation by registered mail is sent to, received and agreed to in writing by Seller. This guaranty shall be binding upon the undersigned and the undersigned's(s') heirs, administrators, executors, and successors and assigns. This guaranty shall be construed and governed by the laws of the Commonwealth of Massachusetts, excluding principles related to conflicts of laws.

THE UNDERSIGNED EACH ACKNOWLEDGE THAT THIS GUARANTY AND THE TRANSACTIONS TO WHICH THIS GUARANTY RELATES ARE COMMERCIAL TRANSACTIONS. THE UNDERSIGNED EACH HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ANY RIGHT TO NOTICE AND HEARING THE UNDERSIGNED MAYBE ENTITLED TO UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY OR OTHER RIGHT OR REMEDY THAT SELLER MAY ELECT TO USE OR OF WHICH IT MAY AVAIL ITSELF.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS GUARANTY.

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ SS# \_\_\_\_\_

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ SS# \_\_\_\_\_