



S & S Products, LLC " Home of Smitty's Belts"  
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**CREDIT APPLICATION**

DATE \_\_\_\_\_ BUS.LICENSE # OR SOCIAL SECURITY# \_\_\_\_\_  
 FIRM \_\_\_\_\_  
 PROPRIETOR OR PARTNERS NAMES \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_ KIND OF BUSINESS \_\_\_\_\_  
 YEAR ESTABLISHED \_\_\_\_\_ AT PRESENT LOCATION SINCE \_\_\_\_\_  
 IF AT PRESENT LOCATION LESS THAN TWO YEARS, PLEASE INDICATE PRIOR ADDRESS -----

IF YOU ARE A NEW CORPORATION, ARE YOU WILLING TO GIVE US A PERSONAL GUARANTEE OR SECURITY? \_\_\_\_\_

IF CORPORATION, A CURRENT FINANCIAL STATEMENT MUST BE ATTACHED.

HAVE YOU HAD ANY PRIOR BANKRUPTCIES? \_\_\_\_\_ IF SO, WHEN \_\_\_\_\_

LIST YOUR THREE LARGEST SUPPLIERS: 1. \_\_\_\_\_  
 2. \_\_\_\_\_ 3. \_\_\_\_\_

BANK NAME:

1. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_  
 ADDRESS & PHONE NO. \_\_\_\_\_  
 2. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_  
 ADDRESS & PHONE NO. \_\_\_\_\_  
 3. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_  
 ADDRESS & PHONE NO. \_\_\_\_\_

TRADE REFERENCE:

NAME \_\_\_\_\_ ADDRESS & PHONE NO. \_\_\_\_\_  
 \_\_\_\_\_  
 NAME \_\_\_\_\_ ADDRESS & PHONE NO. \_\_\_\_\_  
 \_\_\_\_\_  
 NAME \_\_\_\_\_ ADDRESS & PHONE NO. \_\_\_\_\_  
 \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE NO. \_\_\_\_\_  
 CREDIT LINE REQUESTED \$ \_\_\_\_\_

FOR THE PURPOSE OF OBTAINING MERCHANDISE FROM SELLER ON CREDIT, THE ABOVE STATEMENT IN WRITING IS MADE, INTENDING THAT SELLER SHOULD RELY ON THE SAME AS CORRECT. BUYER FURTHER AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN BELOW.

As consideration for the advancement of credit we the undersigned individually, jointly and severally agree as follows:

1. To be bound by all of the terms, conditions contained in this applications. Seller may modify the terms and conditions of this application from time to time, upon mailing notice of such change to us at the address shown on Seller's records. Such changes shall be effective for all transactions between Seller and us after the date of the notice.
2. To pay to Seller, without discount, pursuant to the terms set forth by agreement between Buyer and Seller. In the event Buyer does not pay the amount due pursuant to the terms of the agreement between Buyer and seller, Buyer agrees to pay a delinquent interest charge at 1 1/2% per month pursuant to the laws of the

State of California. In the event of a default, Seller reserves the right to collect all delinquent interest, including interest, including unbilled interest. Unbilled interest shall not be construed as a waiver of Seller's rights to collect such interest in the event of default.

3. To immediately upon receipt examine the product delivered by Seller. Buyer agrees to advise Seller of any defective product within 10 days of receipt. Buyer also agrees to examine immediately upon receipt, each and all of Seller's statements, and to advise Seller of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Seller of any dispute with respect to billing or of defective goods shall constitute a complete waiver of any and all such disputes.
4. Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained on this Credit Application is false or misleading, or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full.
5. In the event of: (a) default on any payment when due, or (b) death, bankruptcy, or insolvency of Buyer, or (c) attachment or levy against Buyer, or against Buyer's property, then Seller without notice, shall be entitled to the entire amount of our obligation then due and such obligation shall become immediately due and payable.
6. To pay all cost and attorneys' fees incurred by Seller in relation to the interpretation, construction or enforcement of any or all of our obligation hereunder, whether or not suit is filed.
7. That this agreement has been entered into and is to be performed in the County of Los Angeles, State of California, and any action brought hereunder may be brought in said county and state at the option of and in the sole discretion of Seller.
8. That we, and each of us, warrant and represent to Seller, under penalty of perjury, that we, and each of us, and/or the business entity we represent are solvent and able to pay our obligation as they become due and/or that the business that we represent is able to pay its obligations as they become due.
9. By executing this Credit Application, the entity acknowledges that the officers or owners of the Buyer have agreed that in the event a check is returned, then the signatory ad/or the officers of the corporations shall be responsible for the payment of the principal sum plus costs of collection and attorneys' fees.
10. In the event of any proposed bulk transfer of Buyer's assets, or the sale of the controlling interest in the stock of the Buyer's corporation. Buyer agrees to give not less than 30 days prior written notice to Seller. Buyer and its officer(s) or owner(s) shall be liable for any damages suffered by Seller as a result of a breach of this provision.
11. That Seller may use this agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us, and us, and/or the entity we represent.
12. That it is the essence of this agreement that the information contained herein is true and correct, that any information provided by us, or any of us, as Guarantor, is true and correct, and that Seller may and shall rely upon such information.

DATED: \_\_\_\_\_ PRINT NAME \_\_\_\_\_  
Individually and as Partner, Shareholder, Officer, Director or other Authorized Representative

That as individuals and as partners, shareholders, officers, directors, employees, or authorized representatives, we, the undersigned and each of us, in consideration of any and all credit granted by Seller to any entity which we owe or represent, hereby jointly and severally, guaranty prompt payment when due of any and all indebtedness now due or which may hereafter become due from said entity to Seller, however created, or arising, or evidenced, and give notice of the acceptance of this guaranty, and/or of any and all indebtedness at any time covered by the same, and/or of any change in the financial conditions of the entity which we now represent. This shall be a continuing guaranty and shall not be revocable, except upon actual receipt by seller of written notice that we, or any of us, revoke said guaranty as to transactions subsequent to the date such notice is received and, in such event, we shall continue to be responsible for any and all transactions which occurred prior to the date Seller actually received said notice. Guarantor agrees to be bound by each and all of the terms and conditions set forth in the Credit Application herein.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR