



CREDIT APPLICATION TAYMOR INDUSTRIES USA INC.

PMB #405, 1124 Fir Ave, BLAINE, WA 98230 | PHONE 510.429.0888 | FAX 510.675.8188

PLEASE PRINT CLEARLY

A. BUSINESS INFORMATION

AREA CODE

PHONE NUMBER

LEGAL BUSINESS NAME

DELIVERY ADDRESS

LEGAL STATUS (CHECK ONE)

CORPORATION

| PARTNERSHIP

| SOLE OWNER

| JOINT VENTURE/LLC/LLP

| OTHER _____

BILLING BUSINESS ADDRESS

CITY

STATE

ZIP

OWNER/OFFICER NAME

HOME ADDRESS

CITY

STATE

ZIP

OWNER/OFFICER NAME

HOME ADDRESS

CITY

STATE

ZIP

OWNER/OFFICER NAME

HOME ADDRESS

CITY

STATE

ZIP

OWNER(S) SOCIAL SECURITY #

FEDERAL TAX I.D.#

B. CREDIT INFORMATION (LIST 4 CREDIT REFERENCES & BANK INFORMATION)

NAME

COMPLETE ADDRESS

CITY/STATE

PHONE NUMBER
(INCLUDE AREA CODE)

1.

2.

3.

4.

BANK NAME

BRANCH & COMPLETE ADDRESS INCLUDING ZIP

ADDRESS CONTINUED

ACCOUNT NUMBER

BRANCH PHONE NUMBER (INCLUDE AREA CODE)

C. REMARKS (MONTHLY PURCHASE REQUIREMENTS, ETC.)

D. FOR CREDIT DEPARTMENT USE ONLY

ACCOUNT #

SALES REP.

TERRITORY

DATE RECEIVED

TERMS

P.L.

TYPE

P.G.

DATE APPROVED

LIMIT

APPROVED BY

ISSUED/OR SENT BY

CLASS

GROUP

SENT BY

OTHER INFORMATION/CONDITIONS

TERMS AGREEMENT

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Taymor Industries USA Inc. ("Seller") are subject to the following terms and conditions:

1. All sums due for goods and services purchased from Seller are due payable, in full, within thirty (30) days of receipt of invoice. Any sums due and payable and not paid within thirty (30) days of the invoice date shall bear interest at the rate of (a) one and one-half percent (1-1/2%) per month or (b) the maximum lawful rate permitted to be charged under the applicable state's law.
2. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by Purchaser's bank, provided, however that such service charge shall not be due and payable if said payment would result in violating the usury laws of the applicable jurisdiction.
3. In the event the account is placed with an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller.
4. Purchaser shall notify Seller, by certified mail, of any change in ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller, in connection with credit evaluation of Purchaser and at any time during Purchaser's relationship with Seller, to investigate all references furnished and to obtain credit reports from any lending institution and/or credit reporting agency.
5. The parties hereby agree that any and all litigation involving this agreement, or any sales made by Seller to the Purchaser, sole jurisdiction and venue shall be in Alameda County, California, and all parties hereby waive any defense of jurisdiction that may now or hereafter exist.
6. If purchaser ceases doing business with Seller for any reason, Purchaser will immediately purchase from Seller, all remaining proprietary/special order items in Seller's inventory.
7. Purchaser expressly agrees that Seller shall not be responsible for any product nonconformity as to quantity, quality, or price unless noted on the original delivery receipt at the time of delivery or unless Seller is notified in writing of any such nonconformity within three (3) days of delivery, by certified mail.
8. Except as to the quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Purchaser will apply to sales by Seller to Purchaser.
9. The terms and provisions of this credit application agreement shall be binding and fully enforceable against the Purchaser, and personally against its owners, officers, shareholders, agents, servants and employees, and that all of said persons and entities are personally, jointly and severally liable on account of the terms and provisions hereof, and agree fully to be bound to each and every one of the terms and provisions of this credit application and agreement.
10. The undersigned Purchaser acknowledges that this document authorizes the Seller or its agents or assigns to sign and execute on its behalf any and all necessary documents to make public this sales transaction.

DATE _____

"PURCHASER"

SALES REPRESENTATIVE OF SELLER

SIGNATURE OF "PURCHASER"

PRINT NAME: _____

COMPANY NAME: _____

PURCHASER'S TITLE: _____



TAYMOR INDUSTRIES USA INC.

INDIVIDUAL PERSONAL GUARANTY

The Undersigned, for and in consideration of your extending credit at my request to Purchaser, as identified in this application, (the "Company"), personally guarantee prompt payment of any obligation of the Company to **Taymor Industries USA Inc.** ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay the same. It is understood that this guaranty shall be absolute and continuing for such indebtedness of the Company, and may only be revoked by formal written notice of revocation of guaranty, delivered to Seller by Certified Mail, which shall become effective three (3) business days after receipt of Seller.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default of nonpayment, notice of acceptance of this renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of acceptance or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive my right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Seller. The parties hereby agree that any litigation involving this guaranty shall be in the State or County court where the Seller's principal place of business is located, and all parties hereby waive any defenses of jurisdiction that may now or hereafter exist.

In the event more than one party executed this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural. Any use of corporate title is only to identify my position in the Company and in no way negates execution of this guaranty in my individual capacity.

X: _____, Guarantor

X: _____, Guarantor

Printed Name: _____

Printed Name: _____

X: _____, Guarantor

X: _____, Guarantor

Printed Name: _____

Printed Name: _____

If this certificate is not on file the law requires tax charged on all purchases. Regulation 1668. RESALE CERTIFICATE

RESALE CERTIFICATE

(NAME OF PURCHASER)

(ADDRESS OF PURCHASER)

I HEREBY CERTIFY: That I hold a valid seller's permit No. _____
issued pursuant to the Sales and Use Tax Law; That I am engaged in the business of selling:

that the tangible personal property described herein which I shall purchase from Taymor Industries USA Inc. will be resold by me in the form of tangible personal property; provided, however that in the event any of such property used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased:

Dated: _____

X: _____

(SIGNATURE OF PURCHASER OR AUTHORIZED AGENT)

Printed Name: _____