

## ARLENCO DISTRIBUTION INC.

## CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

To **ARLENCO DISTRIBUTION INC.** For the purpose of procuring and establishing credit, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

RETURN SIGNED APPLICATION BY MAIL TO: ARLENCO DISTRIBUTION INC. 4774 S. Hwy 191 REXBURG, ID 83440

OR EMAIL TO: AR@arlenco.com

1.	APPLICANT: BUSINES	S OR CO	RPORATE NA	AME				APP	PLICATION DATE			
	SHIPPING STREET AL	DDRESS				BILLING ADDRESS: STRE		ET OR P.O. BOX				
2.	CITY	CTATE					CITY	STATE ZIP				
3.	CITY	STATE			ZIP		CITY	STATE	ZIP			
	BUSINESS TELEPHON	NE NO. FAX NO.			E-MAIL			YEAR BUSINESS		STATE TAX ID		
4.								WAS ESTABLISHED				
5.	WE ARE ENGAGED IN THE BUSINESS OF:				AMOUNT (		SOLE PROPRIE			CORPORATION LLC		
6.	CONTRACTOR'S LICENSE NO. STATE				ISSUED A/P CONTACT NAME FAX							
	OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP) OFFICERS (IF A CORPORATION)											
	NAME				TITLE		HOME ADDRESS		HON	ME PHONE NO.		
7.					TITLE							
8.	NAME	NAME					HOME ADDRESS		HOME PHONE NO.			
	NAME				TITLE		HOME ADDRESS		HOME PHONE NO.			
9.												
	BANK OR SAVINGS AND LOAN ASSOCIATION:											
	NAME				BRANCH ADDRESS			ACCOUNT NO.	TYP	E OF ACCOUNT		
10.					DD ANGU A	DDDE00		ACCOUNTING	TVD	5 05 4 000 UNIT		
11.	NAME				BRANCH ADDRESS			ACCOUNT NO.	IYP	E OF ACCOUNT		
	APPLICANT'S PRINCIPAL CREDIT REFERENCES											
40	NAME				ADDRESS, CITY, STATE & ZIP			PHONE NUMBER	FAX	NUMBER		
12.					ADDRESS, CITY, STATE & ZIP			PHONE NUMBER	FΔX	NUMBER		
13.	NAME				ADDRESS, CITT, STATE & ZIP			THORE NOMBER		(NOMBER		
	NAME				ADDRESS, CITY, STATE & ZIP			PHONE NUMBER	FAX	NUMBER		
14.					ADDDESS SITV STATES TIP					(A		
15.	NAME				ADDRESS,	CITY, STATE &	<u> </u>	PHONE NUMBER	FAX	NUMBER		
16. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? YES NO												
	17. Are taxes owed by Applicant to any taxing authority H					Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?						
18.	18. Is Applicant or any of its Owners, Principals, Partners, Officers, or Directors, a guarantor or endorser of debts or notes owed by others?											
19.	Does Applicant now hav			pending v	with		If yes, what is the approximate a	amount of the order?				
	ARLENCO DISTRIBUTION INC.?						\$\$					
APPLICANT: 1) Please complete and sign second page of this form, 2) Please include a copy of all tax exempt certificates.												
SPACES BELOW ARE FOR ARLENCO DISTRIBUTION, INC. USE ONLY												
P.C. NO. P.C. MGR APPROVAL			AL	1035	SALES TAX	D & B RATING	CREDIT APPROVAL	APP	ROVAL DATE			

## **AGREEMENT**

In consideration of Arlenco Distribution, Inc., and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant within 30 Days of invoice Date.

All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1½ % per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing. By his signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front and back of the Seller's invoice shall be a term of the contract of each sale from Seller to Applicant.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgment is entered. Jurisdiction and venue for any legal action shall be in the state and county of: (a) where this agreement is signed, (b) where the materials at issue were purchased, (c) where the materials were incorporated, and (d) as otherwise provided by law, with Seller having sole right to choose among these jurisdictions and venues for any particular dispute. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE E	BELOW, APPLICANT EXPRESSLY AGREES TO AL	L THE TERMS OF THE APPLICATION AND TO THE FOLLOWING:	
1.	Applicant authorizes Seller to obtain credit and fi evaluating Applicant's creditworthiness in connec	nancial information concerning Applicant at any time and from any source for the purpose tion with this Application.	e of
2.	(Sole Proprietor or Partnership Only) The undand/or a consumer credit report on evaluating Applicant's creditworthiness in connection	ersigned expressly consent(s) to Seller obtaining credit and financial information concerni (Sole Proprietor/Partner) at any time and from any source for the tion with this Application.	•
Signed by:		Sole Proprietor/Partner	
authorized Signati	ure	Signature of individual named in #2 above.	
Jame:		Name: Address:	
		SSN:	
	F	ERSONAL GUARANTY	
nd promise to pa	y any and all obligations of said Applicant which hav	billing privileges requested by the Applicant, do hereby unconditionally guarantee e in the past or may in the future be owing to the Seller on open-account or otherwise, inc	•

without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with Seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect.

The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purpose of evaluating their creditworthiness.

Signed by:								
Guarantor								
Name: Address:								
SSN								

Please Attach all Sales Tax Certificates.