

## **Tool Country, Inc.**

## 4910 Moline Street, Denver, CO 80016 Phone: (720) 923-5023 Fax: 888.222.1097

Salesman:	APPLICATION FOR CREDIT Date:			
Company Name:				
Physical Address:				
City:	State:	Zip:	Phone:	
Billing Address (if different from above):				
City:	State:	Zip:		
Where do you want to receive invoices? Ema	ail			
Billing (A/P) Contact Name:			Email:	
Requested Credit Limit:				
Business Organization: Sole Proprietor Cor	poration <u>Partn</u>	ership	How long in Business:	
Federal Tax ID or SSN:			Please attach a W-9.	
Business Principals: (Name and Title)				
1				
2				
3				
ł				
Frade References: (Company Name, Address, Pho	ne, Contact Name	and email)		
1		,		
2				
3				
Bank References: (Bank Name, Address, Phone, C	ontact Name)			
1	,			
2				
Are you exempt from Sales Tax? NO	_YES_ Ple	ase provide a	copy of your exemption certificate.	
Do you use Purchase Orders? NO Y	'ESIf Pur	chase orders	are verbal, list authorized persons:	
1				
2				

TERMS: In consideration for the extension of credit, payment in full for all purchases on credit are due and payable thirty (30) days from the date of invoice. Accounts not paid in full within thirty (30) days will be considered delinquent, will be subject to interest charges at the rate of 2.5% per month (30% APR) on the unpaid balance and Applicant agrees not to make any further purchases on credit until the amount due is fully paid. In the event that any third parties are employed to collect any outstanding balance, Applicant agrees to pay reasonable collection costs, including attorney's fees and costs, whether or not a lawsuit is filed. Tool Country, Inc. reserves the right to revoke account privileges and require upfront payment at any time. This agreement shall not limit Tool Country's enforcement remedies, including the filing of a mechanic's lien. The undersigned represents that he/she has the authority to bind the Applicant to this credit agreement.

Applicant Signature:		Date:
Printed Name:		
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## **APPLICATION FOR CREDIT (CONTINUED)**

## PERSONAL GUARANTEE:

The undersigned ("Guarantor") having an interest (direct or indirect) in the Company ("Applicant"), in consideration of TOOL COUNTRY, INC. extending credit to the Applicant, here by unconditionally and irrevocably guaranties prompt payment when due of all amounts arising or incurred from and after the date hereof and owed by the Company to TOOL COUNTRY, INC. (the "Indebtedness").

All demands, presentments, notices of protest and of dishonor, and all other notices of any kind or nature, including those of action or non-action of the Company, TOOL COUNTRY, INC., any co-guarantor, or other person, are expressly waived by Guarantor. Guarantor hereby further waives the right to require TOOL COUNTRY, INC. to proceed against the Company or any other party and waives the right to require TOOL COUNTRY, INC. to pursue any other remedy for the benefit of Guarantor and agrees that TOOL COUNTRY, INC. may proceed against Guarantor on this guaranty without taking any action against the Company or any other party and without proceeding against or applying any security it may hold. Guarantor further waives notice of acceptance of this guaranty and consents to all changes of terms, extensions of credit, and any extensions or forbearance by TOOL COUNTRY, INC. Notwithstanding the foregoing, TOOL COUNTRY, INC. by its acceptance hereof, hereby agrees that it will not take any action to collect on this Guaranty until it has first given at least thirty (30) days prior written notice to Guarantor.

Guarantor agrees to pay TOOL COUNTRY, INC. reasonable attorney fees and all other costs and expenses that may be incurred in enforcement of this guaranty. The Guarantor hereby consents to TOOL COUNTRY, INC's use of consumer credit reports on the Guarantor in order to further evaluate the creditworthiness of the Guarantor as a principal, proprietor and/or Guarantor in connection with the extension of credit to the Company. Guarantor hereby authorizes TOOL COUNTRY, INC. to utilize a consumer credit report on the Guarantor from time to time in connection with the extension or continuation of credit extended to the Company. Guarantor, as an individual, hereby knowingly consents to the use of such credit reports consistent with the Federal Fair Credit Reporting Act as contained in 15 USC §1681et seq.

Guarantor Signature:	Date:	
Printed Name:		
Tax ID or SSN:		
Home Address:		

Please return this completed Form, your Form W9 and your Sales Tax Exemption Form (if applicable) to:

AR@toolcountry.com