



BRIGGS & STRATTON CORPORATION
AND ITS WHOLLY OWNED SUBSIDIARIES

CONFIDENTIAL CREDIT APPLICATION

APPLICATION CHECKLIST

Complete the credit application in full. Missing information can cause a delay in processing your application.

- ☐ Is your company Sales Tax Exempt?
If yes, please fill out the Uniform Sales & Use Tax Certificate form (page 6) or provide a valid sales tax exempt certificate to be excluded from taxes
- ☐ Are you requesting a credit limit of \$200,000 or greater?
If yes, please provide the most current fiscal year end financial statements
- ☐ Bank Reference Information
- ☐ Trade Reference Information
Please provide at least 3
- ☐ A/P Contact Information
- ☐ Sign the Credit Agreement
- ☐ Sign the Guaranty
- ☐ Sign the Terms & Conditions

Please email completed document to AllmandFinance@basco.com or fax to 414-479-1322.

International Customers – please mail/courier completed document to:

**Briggs & Stratton Corporation
Attn: Credit Department
12301 W. Wirth Street
Milwaukee, WI 53222**



BRIGGS & STRATTON CORPORATION

AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES

CONFIDENTIAL CREDIT APPLICATION

This credit application will be used by Briggs & Stratton Corporation and its wholly owned subsidiaries and affiliates to evaluate the terms and conditions under which our companies may do business. This credit application must be completed in full and signed by a principal owner, partner or officer of your corporation or company. Thank you for taking time to complete this important information about you and your business. Briggs & Stratton respects your privacy and is committed to protecting it at all times.

BUSINESS INFORMATION			
Legal Business Name:			
Trading Name:			
Address	City	State/Zip or Country/Postal code	
Telephone (Business / cell)	Fax	Email	
Federal Tax ID Number:			
Sales Tax Exempt (U.S. only)	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please submit signed certificate to be excluded from taxes</i>		
Line of Business:			
Business Type:	<input type="checkbox"/> Private Entity <input type="checkbox"/> Public Entity		
Business Category:	<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> C-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Limited Liability <input type="checkbox"/> Other (please specify)		
Parent Company:		State or Country	
OWNER/PRINCIPAL/DIRECTOR			
Name	Home Address	City/State/Zip	SSN
Name	Home Address	City/State/Zip	SSN
Name	Home Address	City/State/Zip	SSN
GENERAL INFORMATION			
Year started under this ownership?		Number of Employees:	
Are your receivables pledged to others?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you Floor plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you or any other principals in your organization participated in either a corporate or personal bankruptcy or insolvency in the past 5 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Credit Line Request:		Estimated Annual Purchases:	

TRADE REFERENCES			
(1) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(2) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(3) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(4) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
BANK INFORMATION			
Bank Name:			
Address:			
Banker Name:		Email/Fax Number:	
Account Number:		Account Type:	
ACCOUNTS PAYABLE INFORMATION			
A/P Contact:		Title:	
Phone Number:		Fax Number:	
E-mail Address:			
OTHER			
Financial Statements Submitted for Review?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Listed with a Credit Reporting Agency:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Credit Reporting Agency:		Agency Account #	

AGREEMENT

The undersigned ("Applicant") hereby applies to Briggs & Stratton Corporation and its wholly owned subsidiaries and affiliates, (collectively, "B&S") and requests B&S from time to time to extend credit to enable Applicant to purchase merchandise from B&S for business or commercial purposes only. As an inducement to B&S to extend credit, and in consideration of B&S agreeing to extend credit to Applicant, Applicant represents and warrants that (a) all credit information given in connection with this Application and Agreement ("Agreement") is true and correct as of the date hereof, and (b) that Applicant is financially able to comply with all payment terms specified herein or in any invoice from B&S ("Payment Terms"), and such representation and warranty shall be deemed remade each time Applicant accepts credit from B&S.

The applicant is hereby informed B&S will process and store data obtained in connection with the Credit Application. To the extent legally required, the applicant hereby gives consent to such processing and storage of data.

All transactions with B&S are subject to the "Terms and Conditions of Sale" which are attached to and incorporated into this Credit Application. The "Terms and Conditions of Sale" are issued by B&S and are subject to change without prior notice.

Payments for invoices shall be remitted as specified on B&S Invoice and/or B&S Account Statement, in accordance with Payment Terms that are granted to Applicant by the B&S Credit Department.

This agreement shall be a continuing agreement and shall apply to each purchase of merchandise for which the Applicant does not pay in full at the time of delivery.

B&S may terminate the Agreement or otherwise modify it at any time and B&S may, restrict or withhold deliveries to Applicant at any time without notice.

Applicant shall pay all expenses, including reasonable attorney's fees, incurred by B&S in the enforcement of this Agreement and the collection of any charges due hereunder plus interest computed from the date the debt was originally incurred.

Applicant agrees to notify B&S in writing by certified or registered mail of any change of ownership of Applicant and Applicant agrees to be liable for all purchases from B&S.

The information in this application and in all financial statements submitted in collection herewith is for the purposes of obtaining credit and is represented by Applicant to be true, correct and complete. Applicant authorizes B&S to investigate all credit references and any other matters pertaining to Applicant's financial responsibility. Applicant authorizes its bank(s) and trade creditors to submit complete information to B&S for the purpose of its credit evaluation.

Company Name _____

Signature: _____ Date _____

Printed name: _____ Title _____

Signature: _____ Date _____

Printed name: _____ Title _____

Signature: _____ Date _____

Printed name: _____ Title _____

PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED and in consideration of the extension of credit or other financial accommodation at any time made or granted to: _____ ("Debtor") by Briggs & Stratton Corporation, a Wisconsin corporation located at 12301 West Wirth Street, Wauwatosa, Wisconsin, or any of its wholly owned subsidiaries, hereinafter jointly referred to as "Creditor", the undersigned hereby unconditionally guarantee (s) the full and prompt payment when due, whether by acceleration or otherwise, of all amounts Debtor shall at any time owe Creditor, howsoever created, arising or evidenced (collectively referred to as the "Liabilities"). The undersigned further agree(s) to pay all interest on the Liabilities, and all expenses (including reasonable attorney's fees and legal expenses) paid or incurred by Creditor in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Guaranty. This is a Guaranty of payment and performance and not of collection. This Guaranty is unlimited, is a continuing guaranty and shall remain in effect notwithstanding the death, incompetence or dissolution of any of the undersigned.

Creditor may enforce this Guaranty against the undersigned even when Creditor has not commenced or exhausted its remedies against Debtor or against any collateral securing the Liabilities. The undersigned agree(s) that the obligations of the undersigned shall not be subject to and the undersigned waives any counterclaim, set-off, abatement, deferment, defense or similar right based upon any claim that the undersigned may have against Creditor, Debtor or any other guarantor of the Liabilities. This Guaranty shall not be released, discharged or affected in any way by any actions of Debtor. The undersigned waives all surety defenses generally.

The undersigned waive(s) notice of acceptance of this Guaranty, notice of presentment, notice of default or notice of any extensions of credit or of nonpayment of any of the Liabilities. No delay by Creditor in exercising any right hereunder or taking any action to collect or enforce payment of any of the Liabilities hereby guaranteed, either against Debtor or any other person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agree (s) that in the event of any default by Debtor, Creditor shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice.

This Guaranty shall be construed under the laws of the State of Wisconsin. This Guaranty shall inure to the benefit of Creditor, its successors and assigns, and the assignees of the Liabilities hereby guaranteed. This Guaranty shall bind the undersigned. If more than one party shall execute this Guaranty, the term "undersigned" as used herein shall mean all parties executing this Guaranty and each of them, and all such parties shall be jointly and severally obligated under this Guaranty.

Guarantor's Signature _____ Date _____

Printed Name of Guarantor _____ Title _____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Seller (California)

☐ Lessor (see notes on pages 2-4)

☐ Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

**Terms and Conditions of Sale of Products by
Allmand Bros., Inc.**

- 1. ENTIRE AGREEMENT:** These terms and conditions of sale (these "Terms") relate to the Quote, Order Confirmation and/or Invoice for Allmand products that it is attached to (the "Sale Documents"). Together with any other terms and conditions on the Sale Documents and any specifications attached hereto, these Terms constitute the entire and final agreement between DISTRIBUTOR/Buyer and Allmand Bros., Inc. ("SUPPLIER/Seller") with regard to the subject matter hereof. If any provision on the face of the applicable Sale Document is inconsistent with these Terms, the provision on the face of the Sale Document shall govern. No other agreement or understanding in any way purporting to modify these Terms shall be binding upon Seller unless agreed to by Seller in writing on or subsequent to the date of the Order Confirmation. Seller hereby rejects any terms and conditions, which may now or hereafter appear on Buyer's order or other forms, and any acceptance of shipments, payments or other similar act of Buyer shall be construed as Buyer's acceptance of these Terms. Buyer shall be deemed to have accepted the Order Confirmation in accordance with such Order Confirmation's terms and conditions and it shall become binding upon Buyer retaining the Order Confirmation for three (3) days or by acceptance of all or any part of the products ordered herein (the "Products").
- 2. DELIVERY/INSPECTION/INSURANCE:** Delivery dates are approximate only and are subject to the availability of the Products, freight space and prompt receipt of all necessary documentation regarding the order. Seller shall not be responsible or liable for any loss or damage resulting from delay in delivery or non-delivery. Trans-shipment and partial shipment shall be allowed. Each delivery or shipment hereunder shall be considered a separate sale. Seller shall select the method of transportation when Seller is paying for any shipment. Charges for shipping to a location other than the one designated herein or resulting from refusal, delay in unloading of shipment and charges for demurrage, detention, redelivery, sorting, stop-off, excess freight, switching, or other accessorial charges are Buyer's sole responsibility. Buyer shall, on demand, immediately reimburse Seller for all such amounts. Products are sold FCA shipping point and acceptance of shipment by a common carrier shall constitute delivery to Buyer at which time all risk of damage to or loss of the Products shall pass to Buyer. Buyer hereby grants Seller a security interest (which shall include a purchase money security interest where it satisfies the criteria therefore) in the Products and all insurance or other proceeds of disposition thereof until the Products have been paid for in full. Buyer shall execute any documents and do such other things as Seller deems appropriate to establish, complete and perfect such title retention and security interest. Seller may register its security interest. Buyer shall inspect the Products within three (3) days after delivery of the Products to Buyer and shall notify Seller in writing of any defects, damage or shortage in the Products. Such notification must be supported by carrier documentation, (e.g., truck pro-bill or intermodal inspection report) and failure to so notify Seller shall be proof that the Products have been received without issue.
- 3. PAYMENT:** Seller shall be paid for the Products in accordance with the terms set out on the Order Confirmation or Invoice. Unless different terms have been agreed to in writing by Seller, terms are payment in full within thirty (30) days from the date of Invoice. If deliveries are made in installments, each delivery shall be paid for without regard to other scheduled shipments. Seller's prices do not include applicable sales, use, or other taxes, quotation fees and governmental impositions, however designated or levied, on the sale, transportation, or use of the Products. Buyer shall pay such amounts in addition to Seller's prices. In case of any default in any payment hereunder or under any other contract with Seller, all amounts owing under this and other contracts by Buyer to Seller shall become due, notwithstanding the terms of sale. Interest shall be payable by Buyer on any overdue amount at the lesser of the rate of 1.5% per month or the maximum rate allowed by law. On overdue accounts, Buyer shall pay all costs of collecting overdue accounts including reasonable attorneys' fees and expenses.
- 4. RETURNS:** No Products shall be returned without first obtaining Seller's permission in writing and transportation charges must be prepaid by Buyer. Products accepted for return are subject to Seller's applicable restocking charge in effect at such time. All Products returned shall be inspected by Seller upon receipt and must be of current design and finish and in a new, restockable condition.
- 5. EXCUSABLE DELAYS:** Under no circumstances shall Seller have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond Seller's reasonable control.
- 6. CANCELLATION:** Suspension or cancellation of this agreement may be made by Buyer only upon written approval of an authorized officer of Seller. In the event of any cancellation by either party, Buyer shall pay to Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors and indirect expenses) incurred by Seller prior to receipt of notice of such cancellation. In addition to the above there will also be a 15% (of the order) cancellation fee for orders cancelled within thirty (30) days of the scheduled build date.
- 7. WARRANTY AND LIMITATION OF LIABILITY:** Seller extends a limited warranty on certain Products manufactured by Seller to and for the benefit of the end-user of such Products. The terms and conditions of such warranty are contained in warranty documents by product line available separately at the time of sale. SUCH WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO OR FOR THE BENEFIT OF BUYER. IN NO INSTANCE SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS, INCLUDING DAMAGES ARISING OUT OF A TORT, ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. SELLER'S TOTAL LIABILITY TO BUYER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE CONTRACT PRICE PAID BY BUYER.
- 8. ASSIGNMENT/AMENDMENT:** These Terms shall be binding upon the respective permitted assignees, successors, executors, administrators and heirs of the parties.
- 9. NO WAIVER/SEVERABILITY:** Seller and Buyer will not be deemed to waive any right to require the other party's performance of an obligation under these Terms because of any custom or practice at variance with these Terms or the failure of either party at any time to require the other party's performance of an obligation under these Terms. Any waiver by either party of any breach of any provision of these Terms shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under these Terms. If any part of these Terms is void, voidable, invalid, or unenforceable, for any reason, the other provisions in these Terms shall then be considered divisible as to such part, with the remainder of these Terms remaining as valid and binding as though such part were not included in these Terms.
- 10. EXPORT:** Buyer represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of Products, in whole or in part, outside of the territory agreed to by Buyer and Seller in the Sale Documents or Distributor Agreement, or, if none, the country to which Seller shipped the Products (the "Territory"), without Seller's prior written consent. Buyer agrees that Buyer will take all reasonable and adequate steps to prevent the export or sale of the Products outside of the Territory by others who purchase or lease from Buyer who might reasonably be expected to export or sell them outside the Territory. It shall be Buyer's responsibility to investigate and determine whether any sale or lease by Buyer would be in violation of this Section 10. In the event that Buyer is in violation of this Section 10, any and all warranties provided by Seller for the Products involved in such violation shall immediately become null and void and Buyer shall indemnify and hold Seller harmless from any liability arising out of such prohibited export or sale.
- 11. TERMINATION:** Seller may terminate the order covered by an Order Confirmation at any time, effective immediately upon written notice to Buyer if (a) Buyer files a voluntary petition in bankruptcy or other voluntary proceedings under the laws of the applicable governmental authority for the settlement or extension of payment of its obligations to general creditors; (b) an involuntary petition in bankruptcy is filed against Buyer that is not dismissed within thirty (30) days thereafter; (c) Buyer becomes insolvent; or (d) Buyer ceases to function as a going concern or to conduct its operations in the normal course of business.
- 12. SCOPE OF AGREEMENT AND PARTIES:** The parties agree that these terms and conditions shall apply to all Products sold by Seller or any of its subsidiaries to Buyer. In the event purchases of any Product are made from a Seller subsidiary rather than from Seller, such subsidiary shall be deemed to be a party hereto and shall have all of the rights and obligations of Seller hereunder in relation to such subsidiary's commercial relationship with Buyer.

13. GOVERNING LAW: These Terms and all claims arising from the relationship between Seller and Buyer will be interpreted, governed and enforced by the laws of Nebraska, USA, without regard to any conflict of laws principles. The parties agree that all litigation between Seller and Buyer which may arise out of or in connection with these Terms or any transaction between them shall be subject to the exclusive jurisdiction of the state and federal courts in Douglas County, Nebraska, and each hereby consents to the jurisdiction of such courts. Buyer agrees that any and all processes directed to it in any such litigation may be served upon it outside of Nebraska with the same force and effect as if such service had been made within Nebraska. Nothing contained in these Terms shall prevent Seller from applying to the appropriate court in any part of the world for an injunction or other like remedy to restrain Buyer from committing any breach or anticipated breach of these Terms and for consequential relief.

Company Name _____

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Signature: _____ Date: _____

Printed Name: _____ Date: _____