

CREDIT APPLICATION, SALES AGREEMENT AND PERSONAL GUARANTY

LEGAL BUSINESS NAME:		DBA:	
BUSINESS ADDRESS:	RES ADDR: <input type="checkbox"/>	PRIMARY SHIP TO ADDRESS:	RES ADDR: <input type="checkbox"/>
CITY, STATE, ZIP CODE:		CITY, STATE, ZIP CODE:	
BUSINESS TELEPHONE:		PURCHASING PHONE:	
BUSINESS FAX:		PURCHASING FAX:	
ACCT PAY CONTACT:		PURCHASING CONTACT:	
EMAIL ADDRESS:		EMAIL ADDRESS:	
COMPANY WEBSITE:		BUSINESS TYPE:	<input type="checkbox"/> CORP <input type="checkbox"/> SOLE PROP <input type="checkbox"/> PRTSHP <input type="checkbox"/> OTHER
YEARS IN BUSINESS:		ADDITIONAL CONTACT:	
TAX EXEMPT #: <small>(attach certificate)</small>	<input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> COUNTY/PARISH	TIN/SSN:	
DUNN & BRADSTREET #:		CREDIT LINE REQUESTED:	
SALES REP:			

PRINCIPAL OWNERS OR OFFICERS

NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:
NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:
NAME:	TITLE:
HOME ADDRESS:	HOME PHONE:
EMAIL:	FAX:

CREDIT / TRADE REFERENCES – MUST HAVE OPEN ACCOUNTS

BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	ACCOUNT #:
BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	ACCOUNT #:
BUSINESS NAME:	PHONE:
CONTACT:	FAX:
ADDRESS:	ACCOUNT #:

BANK INFORMATION

BANK NAME:		CONTACT:	
ADDRESS:		ACCOUNT #:	
DEFAULT PAYMENT:	<input type="checkbox"/> DRAFT(DEFAULT) <input type="checkbox"/> CASH	TELEPHONE:	
	<input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT CARD	FAX:	
We authorize banks, credit reporting agencies and any credit references to provide requested account information now and at any time in the future.			
SIGNED:		PRINT NAME:	
TITLE:		DATE:	

SALES AGREEMENT

The undersigned, in consideration for the extension of credit by Reladyne, Inc., Reladyne West, LLC and its successors and assigns, "Seller," agrees to pay its account according to Seller's then current billing terms and further, that a monthly service charge (18% per annum) will be added on any past due portion, and this 18% per annum rate of interest shall apply to any Judgment obtained against the undersigned in the event of default in payment. In the event of such default in payment, the undersigned agrees to pay all costs of collection, including but not limited to, a reasonable attorney fee whether suit be brought or not, when incurred for consultation, litigation, post-Judgment collection procedures (discovery, garnishment, levy, contempt proceedings and Proceedings Supplementary), and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. The undersigned agrees that regardless of place of payment all suits at law or in equity for any breach of this agreement or for default in payment shall be instituted and maintained in a court of competent jurisdiction in Salt Lake County, Utah, and the undersigned waives any venue/forum non conveniens rights and right to jury trial. The undersigned certifies that the information contained in the Credit Application is true and correct and further agrees that any changes in ownership or officers, or form that the business operates as, shall be made known to Seller in writing and delivered to Seller by certified U.S. Mail, return receipt requested, or by a nationally recognized courier service or said changes shall be ineffective as to Sellers enforcement of the terms of this agreement. The undersigned shall report any dispute concerning any billing within thirty days from the date of such billing in writing by certified mail, return receipt requested or by a nationally recognized courier service. Failure to so report any such dispute shall constitute a waiver of any claim by the undersigned with respect to such dispute. This agreement contains the entire agreement between the parties and may not be modified or amended except by a writing signed by Seller. The undersigned acknowledges that it is an ordinary and customary record-keeping business practice of Seller to scan or otherwise convert its Sales Agreements into digital form for the purpose of electronic storage and that the original may be destroyed. The undersigned agrees that any subsequent reproduction of the electronically stored version of this Sales Agreement that may later be produced in the ordinary course of record-keeping procedure shall have the same force and effect of the destroyed original for all purposes, including admissibility into evidence in all jurisdictions, courts, and tribunals. The terms of this agreement shall be governed by the laws of the State of Utah and the undersigned submits to the jurisdiction of the Courts of the State of Utah.

SIGNED:		PRINT NAME:	
TITLE:		DATE:	

PERSONAL GUARANTY

To: Reladyne, Inc., and Reladyne West, LLC, hereafter "Seller."

Please sell to the customer identified in the Credit Application, and its representatives, agents, successors, nominees and assigns, on your usual terms, such lubricants, fuels and related products as they or their representatives may order or request, and in consideration thereof I personally and fully guaranty the payment of the same, whether evidenced by contract, open account, acceptance, note, or otherwise, including any current debt. I waive notice of acceptance or rejection hereof, amounts of sales, dates of purchase or delivery, notice of default in payment, and legal proceedings against the customer. I authorize all banks, credit reporting agencies, and references to provide you with my personal credit information, now and any time in the future, including after default in payment by customer.

This is a continuing, unlimited Guaranty and shall not be revoked by my death but shall remain in full force and effect until I or my Personal Representative gives notice in writing to terminate this Guaranty, and until such notice is received by you by certified U.S. Mail, return receipt requested or by a nationally recognized courier service.

In the event of default in payment I agree that an 18% per annum rate of interest shall apply to any Judgment obtained against me and I agree to pay all costs of collection, including but not limited to, a reasonable attorney fee whether suit be brought or not, when incurred for consultation, litigation, post-Judgment collection procedures (discovery, garnishment, levy, contempt proceedings and Proceedings Supplementary), and appellate services, as well as attorney fees incurred in litigating entitlement to, and quantifying the amount of, attorney fees. I further agree that regardless of place of payment, all suits at law or in equity on this Guaranty shall be instituted and maintained in a court of competent jurisdiction in Salt Lake County, Utah and I waive any venue/forum non conveniens rights, and right to jury trial.

This Guaranty contains our entire agreement and may not be modified or amended except by a writing signed by Seller. The singular herein includes the plural, as the context requires. I acknowledge that it is an ordinary and customary recordkeeping business practice of Seller to scan or otherwise convert its Personal Guaranties into digital form for the purpose of electronic storage and that the original may be destroyed. I agree that any subsequent reproduction of the electronically stored version of this Personal Guaranty that may later be produced in the ordinary course of record-keeping procedure shall have the same force and effect of the destroyed original for all purposes, including admissibility into evidence in all jurisdictions, courts, and tribunals. The terms of this agreement shall be governed by the laws of the State of Utah and I agree to submit to the jurisdiction of the Courts of the State of Utah.

WITNESS:		GUARANTORS:			
TITLE:		SSN:		DATE:	
WITNESS:		GUARANTORS:			
TITLE:		SSN:		DATE:	