

PLEASE ATTACH CURRENT FINANCIAL STATEMENT

## CREDIT APPLICATION

Legal Name ("Customer"): \_\_\_\_\_

Doing business as (if different): \_\_\_\_\_ SIC or NAICS Code/Business Type: \_\_\_\_\_

Social Security No. or Federal ID No: \_\_\_\_\_ (This information will not be shared publicly).

Contact: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Bill to address: \_\_\_\_\_ Ship to address: \_\_\_\_\_  
(P.O. Box or Street Address) (Street address)

\_\_\_\_\_  
(City, State, Zip Code & Country)

\_\_\_\_\_  
(City, State, Zip Code & Country)

Taxable: Yes No  
(If No, attach sales tax exemption certificate)

Accounts Payable Telephone Number: \_\_\_\_\_

Accounts Payable Fax Number: \_\_\_\_\_

### Type of Business:

Corporation: Division of \_\_\_\_\_  
State of Incorporation \_\_\_\_\_ Public Private  
Partnership  
Limited Liability Company  
Sole Proprietor

### List owners, partners, officers and ownership percentage

Name \_\_\_\_\_ Title \_\_\_\_\_ % \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ % \_\_\_\_\_

Date business started: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Annual Sales/Revenue: \$ \_\_\_\_\_  
Estimated monthly purchases from Earth Contact Products: \$ \_\_\_\_\_

## REFERENCES

List of current creditors (MUST include foundation supplies). Attach additional sheet if necessary.

Trade Reference Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact Name: -- \_\_\_\_\_ Account No: \_\_\_\_\_

## AGREEMENT

The Customer certifies that the information contained herein is true and correct, and further agrees that this Credit Application is submitted to Earth Contact Products, LLC (ECP), as well as its successors and assigns. Customer grants permission to ECP, to obtain independent credit reports and other information from Customer's trade references and banks, and authorizes credit references and banks to release information that may be used to determine creditworthiness, both now and in the future. Customer agrees that if credit is extended, all credit and sales made shall be subject to the following:

1. Customer shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date, unless an alternated time frame has been agreed to by both ECP and Customer, in writing.
2. If payment if full is not received by the due date, Customer shall owe, in addition to the invoice amount, a late fee of 1.5% per month, or the maximum allowed by law, on all unpaid balances. In the even ECP refers any unpaid past due balance to an outside collection agency and/or attorney for collection, Customer agrees to pay ECP's reasonable attorneys' fees and all other costs of collection.
3. Customer acknowledges receipt of and agrees hereafter to the ECP Terms and Conditions of Sale, and as may also be set forth on invoices submitted by ECP.
4. I further certify on Customer's behalf that Customer is solvent as defined by Article1 of the Uniform Commercial Code, and that Customer will immediately, in writing, notify ECP if it becomes insolvent.
5. This Agreement shall be continuing unless mutually terminated by both parties in writing.
6. I further certify that I am an officer of Customer, knowledgeable of the financial conditions of Customer, and that I am empowered and authorized to enter into the aforesaid Agreement on Customer's behalf.

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; (provided Customer has the capacity to enter into a binding contract); because all or part of Customer's income derives from any public assistance program; or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission; Equal Credit Opportunity, Washington, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please mail your written request to: Earth Contact Products, LLC, Attn: Credit Department, 15612 S Keeler Terr, Olathe, KS 66062 within 60 days from the date you are notified of your decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

### INDIVIDUAL PERSONAL GUARANTY

I/We, \_\_\_\_\_, in consideration for ECP, and its assigns or successors in interest, ("ECP") extending credit at Customer's request, do hereby personally guarantee to ECP the full payment, without prior notice to me or legal action against Customer, or any obligation of Customer to ECP, and I/We hereby agree to be bound to pay ECP on demand any sum which may become due to ECP by Customer where Customer fails to pay the same pursuant to the ECP Terms and Conditions of Sale. It is understood that this guarantee shall be a continuing, non-transferable, and irrevocable guarantee and indemnity for Customer's indebtedness. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of time for payment thereof. I/We further agree that jurisdiction law and venue for any litigation to enforce this guarantee by ECP or any dispute between the parties hereto shall properly be in a court located at Olathe, Kansas. I/We shall pay any attorneys' fees and costs incurred by ECP in enforcing this guarantee. The undersigned hereby authorizes ECP to procure his/her individual consumer credit report relative to the business credit Customer's investigation and indebtedness as set forth by the Fair Credit Reporting Act.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ SSI# \_\_\_\_\_

Date: \_\_\_\_\_ SSI# \_\_\_\_\_

### TERMS AND CONDITIONS OF SALES OF EARTH CONTACT PRODUCTS, LLC

1. **PAYMENTS.** Unless otherwise agreed by ECP in writing, all amounts payable hereunder shall be due to ECP within thirty (30) days of invoice date, time being the essence. Later payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law whichever is less. All prices shown are

net, and in addition to the prices of goods, Customer shall pay all expenses including taxes, insurance, freight, carriage and warehousing.

2. **TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall all taxes resulting from transactions, including without limitation occupation, property, excise, sales or use tax, but excluding any taxes based on the income of ECP. The purchase price including applicable taxes shall be subject to increase based on ECP' established price at the date of actual shipment if shipment is delayed thirty (30) days or more beyond the scheduled shipment date and such delay is caused in whole or in part by circumstances beyond the reasonable control of ECP as provided in paragraph 10.
3. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept shipment upon notification by ECP; or if Customer refuses shipment then ECP is authorized to (1) have the goods transported and warehoused, at Customer's expense and risk, which act shall constitute shipment to Customer, in which event ECP may declare as immediately due all amounts due upon shipment, or, if any amounts are financed by ECP, may declare the monthly installment payments to commence thirty (30) days from the date of such shipment to the warehouse, or, (2) at ECP' option, defer shipment. (b) ECP may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale, however, delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of remaining shipments.  
(c) ECP' shipping weights will govern for each shipment or partial shipment. Should Customer dispute the shipping weight of any shipment or partial shipment, Customer will promptly notify ECP in writing of the reasons for such dispute and provide to ECP all necessary documentation to substantiate the difference.
4. **SHIPPING TOLERANCES.** The goods sold are subject to ECP' published shipping tolerances in effect on the date of order or any then applicable industry shipping tolerances for the goods if ECP has no tolerances.
5. **TITLE/RISK OF LOSS/INSURANCE.** Title to and risk of loss of the goods shall pass from ECP to the Customer when the goods or component parts whether manufactured by ECP or other supplier are placed in the possession of the carrier for shipment to Customer. Customer insurance shall be for no less than the total amount owing to ECP, with loss first payable to ECP.
6. **ACCEPTANCE OF GOODS.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the good within fifteen (15) days from the date of initial shipment, unless written notice is received by ECP within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.
7. **WARRANTY.** (a) ECP warrants that title to the goods sold shall be free from an encumbrance, and will conform to the description contained on ECP' invoice. (b) ECP DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF ECP. (c) Customer is responsible for the designation and selection of product sold by ECP. Customer shall hold ECP harmless and indemnify and defend ECP (including its affiliates, assigns, directors, officers, employee, agents and representatives) for any claims arising out of or relating to the design, specification or use of product(s) sold by ECP to Customer.
8. **REMEDY.** ECP' sole responsibility and liability and Customer's exclusive remedy under this agreement shall be limited to the repair or replacement of goods (f.o.b. ECP' shipping point), or, at ECP' option, return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. **IN NO EVEN SHALL ECP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ATTORNEYS FEES.** ECP' obligation hereunder is subject to receipt of written notice of defect from Customer within thirty (30) days after such alleged defect shall be reasonably apparent to Customer.
9. **RETURNS.** Returned goods will be accepted only if ECP has given prior written consent. Handling, inspection, restocking and invoicing charges also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Material made to Customer's specifications is not returnable.
10. **DELAY OR NONPERFORMANCE.** ECP shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or any other causes beyond ECP's reasonable control; this specifically includes delays or inability to obtain product because of the actions of ECP's suppliers.

11. **DEFAULT.** In the event of Customer's refusal to accept shipment or other default, ECP at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments when due, or if there is a breach of any covenant or agreement by Customer, or if ECP deems itself insecure, the, Customer shall be deemed in default and ECP shall have, at its option, the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. ECP shall be entitled to set off any amount owed to Customer or any of Customer's related entities against any amount payable to ECP in connection with any unpaid monies due to ECP. ECP shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by ECP of any breach or default shall not constitute a waiver of any subsequent breach or default.
12. **EQUIPMENT.** (a) Any equipment including jigs, dies and tools (which ECP acquires for use exclusively in the production of goods for Customer) will be and remain ECP' property and in ECP' possession and control, and any changes by ECP are permissible. (b) Any material or equipment owned or furnished by Customer to ECP will be carefully handled and stored by ECP while in ECP' possession. When for eighteen (18) consecutive months no orders acceptable to ECP are received from Customer for goods to be made from any such equipment or materials, ECP may, by written notice to Customer, request Customer to make disposition thereof at Customer's expense. If Customer fails to comply with such notice, ECP may make such use or disposition of said materials or equipment as it desires, without liability or obligation to Customer.
13. **CANCELLATION.** Upon receipt of written notice from Customer, ECP shall cancel any orders as instructed, subject to ECP' (or its subcontractors) right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to ECP. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.
14. **ACCEPTANCE.** These Terms and Conditions shall be deemed binding on Customer by its purchase of products from ECP. These Terms and Conditions may only be modified if in writing and signed by an authorized officer of ECP; each of these terms and conditions shall remain in effect unless the provision(s) are explicitly contradicted by the aforesaid writing. If Customer submits a form with contrary terms or conditions, such order shall be considered as confirmation only and shall in no way amend, prevail over, supplement or supersede any provision herein. These TERMS AND CONDITIONS may be superseded or revised by ECP' ANNUAL TERMS AND CONDITIONS.
15. **GENERAL.** ECP may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but ECP reserves its rights under paragraph 11. No prior representation, affirmation or agreement shall be enforceable unless set forth herein.
16. **NUCLEAR USE.** The products covered by these Terms and Conditions and sold by ECP are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer shall not use these products for such purposes, or permit others to use these products for such purposes unless an authorized officer of ECP agrees to such use in writing. If any such use occurs without ECP' written agreement, ECP disclaims all liability for any nuclear or other damages, injury or contamination, and Customer shall protect, defend, and indemnify ECP, ECP' affiliates and directors, officers, employees, agents and representatives of ECP and its affiliates from and against any and all claims, losses, damages, costs, actions judgments, expenses and liabilities of every kind and nature whatsoever (including, without limitation, attorneys' fees and costs and expenses of defense) which, either directly or indirectly, are in any way connected with, arise out of or result from such use.
17. **DISPUTE RESOLUTION/GOVERNING LAW.** Any and all disputes between ECP and Customer shall be determined subject to Kansas law and its state or federal courts shall have exclusive jurisdiction. The parties hereto agree to the personal jurisdiction of the Kansas courts, and that attorney's fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against ECP within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.

## CREDITOR AUTHORIZATION RELEASE FORM

DUE TO THE TIGHTENING OF REGULATIONS IN THE DIVULGING OF CREDIT INFORMATION, CREDITORS ARE NOW REQUIRING WRITTEN AUTHORIZATION FROM THEIR CUSTOMERS FOR RELEASE OF ANY INFORMATION IN REGARDS TO THEIR ACCOUNT. WHEN YOU RETURN YOUR COMPLETED CREDIT APPLICATION, SIGN AND RETURN THIS AUTHORIZATION. PLEASE COMPLETE THE BELOW REQUESTED INFORMATION IN FULL. AREAS LEFT INCOMPLETE MAY CAUSE UNDUE DELAY.

**I GIVE MY PERMISSION FOR THE RELEASE OF INFORMATION ABOUT MY ACCOUNT AS REQUESTED ON THE ATTACHED CREDIT LETTER.**

COMPANY NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_