

# EASTMAN INTERNATIONAL

Eastman Outdoors, Inc. • Gorilla, Inc.

## CREDIT APPLICATION AND PURCHASE TERMS AGREEMENT

3476 Eastman Dr. Flushing MI 48433 1-810-733-6360 Fax 1-810-720-8787

Note: Eastman Outdoors, Inc. and Gorilla, Inc. are independent operating companies that utilize a common Finance/Accounting Department. If your Credit Application is approved, you will be assigned a separate account number for each of Eastman Outdoors, Inc. and Gorilla, Inc.

OFFICE USE ONLY	
TERMS	_____
CREDIT LIMIT	_____
DATE APPROVED	_____
ACCOUNT#	_____
SALES REP	_____
TERRITORY	_____
PRICE LEVEL	_____
PRICE CLASS	_____
DEST ZONE CODE	_____

TO APPLY FOR AN EASTMAN INTERNATIONAL ACCOUNT, PLEASE SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. This application must be completed and signed by an officer/owner of the company.
2. A copy of your business/state sales tax license.
3. A copy of a form of advertising: (business card, copy of phonebook listing, newspaper ad, etc.)
4. Provide a photograph of your business.

***THIS APPLICATION AND ANY ORDER ACCOMPANYING THIS APPLICATION WILL BE PUT ON HOLD IF ALL REQUESTED INFORMATION IS NOT PROVIDED.***

PAYMENT TERMS REQUESTED: COD \_\_\_\_\_ PREPAY \_\_\_\_\_ CREDIT \_\_\_\_\_  
CREDIT LIMIT REQUESTED \$ \_\_\_\_\_

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

BILLING (MAILING) ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

BUSINESS/TAX LICENSE#: \_\_\_\_\_ \*NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

**\*IF YOUR BUSINESS IS LESS THAN 2 YEARS OLD, YOU MUST SIGN THE PERSONAL GUARANTY TO BE CONSIDERED FOR AN OPEN LINE OF CREDIT.**

TYPE OF PRODUCTS SOLD \_\_\_\_\_

BUSINESS LOCATION: Community Bldg: \_\_\_\_\_ Part of Home \_\_\_\_\_ Bldg on Premise \_\_\_\_\_

NORMAL BUSINESS HOURS: \_\_\_\_\_

TOTAL RETAIL SPACE (sq. ft.) \_\_\_\_\_ # Of Employees: Full-Time \_\_\_\_\_ Part-time \_\_\_\_\_

AVERAGE INVENTORY DOLLARS: \_\_\_\_\_ ANNUAL SALES: \_\_\_\_\_

TYPE OF BUSINESS: PROPRIETORSHIP \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION \_\_\_\_\_  
OTHER \_\_\_\_\_

FEDERAL IDENTIFICATION # \_\_\_\_\_

IS THE COMPANY AFFILIATED WITH A BUY GROUP ASSOCIATION (CIRCLE ONE)? YES NO

IF YES, PLEASE PROVIDE BUY GROUP NAME \_\_\_\_\_ AND MEMBER NUMBER \_\_\_\_\_

IF SOLE PROPRIETORSHIP OR PARTNERSHIP PLEASE LIST NAME OF OWNERS:

\_\_\_\_\_  
(NAME) (TITLE) (ADDRESS)

\_\_\_\_\_  
(NAME) (TITLE) (ADDRESS)

Has the company or any of its principals/owners and or guarantors been involved in a bankruptcy proceeding (circle one)? YES NO

If yes, please describe the circumstances \_\_\_\_\_

\_\_\_\_\_  
BUSINESS PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

OWNER RESIDENCE ADDRESS: \_\_\_\_\_

RESIDENCE PHONE# \_\_\_\_\_

BUYER NAME AND CONTACT # \_\_\_\_\_

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

ACCOUNTS PAYABLE NAME & CONTACT # \_\_\_\_\_

ACCOUNTS PAYABLE EMAIL: \_\_\_\_\_

**TRADE REFERENCES**

PLEASE LIST 4 REFERENCES WITH WHOM YOU HAVE DONE BUSINESS ON CREDIT TERMS FOR AT LEAST SIX MONTHS

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

BANK NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

**PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS & CONDITIONS**

1. I hereby certify that I have the authority to apply for credit on behalf of Applicant(s) identified above and the Applicant(s) hereby authorize Eastman International ("Creditor") to investigate Applicant(s) credit history, bank references and any other sources of information deemed necessary to extend credit as allowed by the Federal Credit Reporting Act and applicable State law, or International Treaty. And, I will obey all laws, including without limitation, the U.S. Foreign Corrupt Practices Act and the Export Administration Act, if applicable.
2. All sales are considered final. Returns, other than for defective product, are at the sole discretion of the Creditor and require a return authorization number (RA) from the Creditor's customer service department.
3. Authorized returns, excluding defective product and errors on the part of the Creditor, will be assessed a 15% restocking charge.
4. Credit Applicant agrees to pay invoices in accordance with the Creditor's terms of sale, which are Net 30 Days from date of invoice unless specified otherwise on invoice.
5. Credit Applicant(s) shall be responsible to pay to Creditor a service charge of 1.5% per month (which equals 18% per annum) or the highest rate permitted by law, on any unpaid balance due over thirty (30) days.
6. Credit Applicant(s) is responsible for all costs of collection including reasonable attorney's fees incurred by Creditor in collecting any amounts due it or enforcing its rights.
7. Credit Applicant(s) hereby gives a security interest to Creditor in all products purchased from the Creditor (now owned and hereafter acquired) to secure payment of any account balance owed.
8. Credit Applicant(s) affirms that all information herein together with all information submitted in connection with this application is true and accurate and that it will promptly notify Creditor if any information changes.
9. Credit Applicant(s) agrees to immediately notify Creditor's customer service department for all shortages, price discrepancies or freight disputes.
10. A \$5.00 MINIMUM ORDER FEE will be added to all orders under \$100.00.
11. Credit Applicant(s) acknowledge that a service charge of \$25 will be applied to each check returned for insufficient funds.

Eastman International reserves the right to discontinue credit if the above terms and conditions are not met.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature of Officer/Owner

\_\_\_\_\_  
Please Print Name and Title

\_\_\_\_\_  
Date

**PERSONAL GUARANTEE OF INDEBTEDNESS \*\***

To induce Eastman International (hereinafter the "Seller") to approve this Credit Application and Purchase Terms Agreement with the above applicant (hereinafter the "Debtor") and in consideration of its so doing, the undersigned guarantor(s) does/do hereby jointly, severally, and personally guarantee all sums which may be owed by the Debtor to the Seller and performance of all the terms of the purchase by the Debtor.

Seller may enforce this agreement against the undersigned guarantor(s) or any of them, jointly or severally, whether or not any action is ever taken by it against the above Debtor.

The liability of the guarantor(s) shall be primary and shall not be affected by the bankruptcy of the Debtor.

Guarantor's Signatures (Do not Insert Corporate Titles)

Signature (Personally and as an individual)	Date	Type or Print Name	Social Security #
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Address

Signature (Personally and as an individual)	Date	Type or Print Name	Social Security #
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Address

**\*\*AS PREVIOUSLY STATED IN CREDIT APPLICATION, IF YOUR COMPANY HAS BEEN IN BUSINESS LESS THAN 2 YEARS, THE PERSONAL GUARANTEE MUST BE SIGNED TO BE CONSIDERED FOR CREDIT.**

Completion of this application does not guarantee credit.