

**FARNSWORTH WHOLESALE COMPANY**  
**27 WEST BASELINE ROAD**  
**GILBERT, AZ. 85233-1010**  
**PHONE: 480-497-2222**  
**Fax: 480-282-5920**

APPLICATION FOR CREDIT AND CREDIT AGREEMENT

Legal Business Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Federal Tax I.D.# \_\_\_\_\_ State Tax Resale # \_\_\_\_\_

Fax # \_\_\_\_\_ Type of Business: \_\_\_\_\_ How long in business \_\_\_\_\_ years.

E-mail \_\_\_\_\_ Previously used business names \_\_\_\_\_ When \_\_\_\_\_

(Please circle one)    PARTNERSHIP            PROPRIETORSHIP            CORPORATION            LLC

|                  |              |                   |       |
|------------------|--------------|-------------------|-------|
| Principal's Name | Home Address | Social Security # | Title |
|------------------|--------------|-------------------|-------|

1. \_\_\_\_\_

2. \_\_\_\_\_

Bank Information:

Bank Name: \_\_\_\_\_ Account# \_\_\_\_\_ Date opened \_\_\_\_\_

Fax invoices daily \_\_\_\_ Fax Statements Monthly \_\_\_\_ E-mail invoices and statements \_\_\_\_

Principle Suppliers: (List only those whom you purchase on an open account basis)

|      |         |           |             |
|------|---------|-----------|-------------|
| Name | Address | Phone/Fax | Date Opened |
|------|---------|-----------|-------------|

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Monthly Credit Line requested from Farnsworth Wholesale Co. \$ \_\_\_\_\_

Has applicant or any of its Owners, Principals, Partners or Officers ever filed a voluntary petition for bankruptcy, been adjudged Bankrupt, or made an assignment for the benefit of creditors? Yes \_\_\_\_\_ No \_\_\_\_\_  
Please give details if answered yes to above. \_\_\_\_\_

Has a Tax lien, Civil Suit, or Foreclosure been filed, or is one pending against Applicant, or any of its Owners, Principals, Partners, or Officers within the past seven years? Yes \_\_\_\_\_ No \_\_\_\_\_  
Please give details if answered yes to above. \_\_\_\_\_

## Agreements, Terms and Conditions

1. Farnsworth Wholesale Co. shall herein after be referred to as "SELLER", and the applicant above named shall be referred to as "CUSTOMER".
2. CUSTOMER shall furnish to SELLER, from time to time, promptly upon request, (a) complete financial statement pertaining to CUSTOMER operations and financial condition and (b) all other information and documents that SELLER may reasonably request.
3. All sums owing to SELLER by CUSTOMER shall be paid in accordance with terms and condition expressed on the written quotation signed by SELLER and CUSTOMER, or on SELLERS invoice. In the absence of such express terms and conditions, all sums shall be due and payable within (10) days after the end of the calendar month in which any advance is made by SELLER to CUSTOMER. All sums shall bear service charges from the due date at the rate of 2% per month or 24% per annum until paid in full. In the event SELLER takes action to collect any sums from CUSTOMER, the CUSTOMER shall pay for all costs and expenses incurred by SELLER in connection herewith, including reasonable attorney's fees, whether or not suit is commenced. Any legal action which Seller may have against CUSTOMER shall be in Maricopa County, Arizona, unless Project is located outside of Maricopa County in which case legal action will be taken in the appropriate County of Arizona.
4. Any and all quotations, certificates, invoices, and other documents signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.
5. SELLER has the right to prelien and/or lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a wavier by SELLER of any rights or any other rights which it may now have, or hereafter acquire, by law.
6. SELLER makes no warranties of merchantability and fitness with respect to any goods sold to CUSTOMER, and there are not warranties which extend beyond the description of our invoices evidencing purchases by you.
7. CONDITIONS OF RETURN MATERIAL: Material must be returned within thirty days after shipping date. Material is subject to our inspection. If the condition of the material does not warrant it, credit may not be allowed. CUSTOMER agrees to pay all expenses in connection with the return merchandise.
8. Any disputes regarding billing, pricing, charges or materials must be submitted in writing by CUSTOMER to SELLER within 30 days of invoice date, or said dispute shall be waived by CUSTOMER.
9. This instrument contains the entire agreement of the parties, and no wavier or modification hereof shall be valid unless expresses in writing and executed by the parties.

**CLAIMS:** No claim for damages, defects, shortages or otherwise shall be valid unless made in writing within thirty (30) days of delivery of goods to customer. If the goods are damaged or defective, and if the manufacturer acknowledges responsibility under its warranty or otherwise, Seller may, but shall not be required to replace damaged or defective goods from inventory, if available, or allow Customer a credit for the amount of the purchase price of the goods. In no event shall Seller's responsibility to Customer exceed the purchase price of the goods involved. On shipments made direct from the manufacturer to the Customer, the sale is complete and Sellers responsibility to Customer ends upon delivery to the Customer. All shipments should be inspected by the Customer before accepting from the carrier. **No goods shall be returned without Seller's prior approval. Customer shall assume all risk, liability and/or responsibility for all loss, damage or injury to the person or property resulting in the use of the goods.**

**SPECIAL ORDERS:** Orders for goods which Seller does not regularly stock will be subject to a restocking fee if the order is cancelled after the Seller has placed the order with the manufacturer.

**CREDIT AGREEMENT:** All goods sold to Applicant are sold and purchased pursuant to the terms and condition set forth on the front and back of Farnsworth Wholesale Co.'s, printed invoices. In the event of a conflict between the terms and conditions on the invoices and those in this Agreement, the provision most favorable to Farnsworth Wholesale Co.'s, shall be controlling. It is specifically agreed that any past due balance shall be paid by Applicant or by Guarantor(s) at Farnsworth Wholesale Co.'s, Credit Department in Gilbert, Arizona.

I hereby authorize Farnsworth Wholesale to debit credit card on file for payment of invoices over 30 days old. This applies to payments made on invoices with multiple generations and 30 days balances on remaining generations of the same invoice ONLY.

**PERSONAL GUARANTY:** I/We sign this Credit Application and Credit Agreement on behalf of Applicant, and as an individual(s), jointly and severally, personally guaranty payment of all present and future indebtedness of Applicant to Farnsworth Wholesale Co., and waive the right to require Farnsworth Wholesale Co., to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to release or discharge by: any extension of time: by any other modification, substitution, settlement or compromise granted to Applicant: by any change in the legal form ownership of Applicant: or by any change whatsoever in the business relationship between Farnsworth Wholesale Co., and Applicant including but not limited to any change in credit terms, amount of credit, or amount of service charges on past due accounts: or by the transfer of new or additional security by Applicant or by the undersigned to Farnsworth Wholesale Co. Liability under the guaranty shall not be released or terminated by Farnsworth Wholesale Co.'s failure to exercise diligence in enforcing its rights against the undersigned. This is an absolute and continuing Guaranty.

This document may be executed and transmitted to Farnsworth Wholesale Co., by facsimile machine and the facsimile so transmitted to Farnsworth Wholesale Co., shall be deemed and original and shall be binding upon the undersigned its receipt by Farnsworth Wholesale Co.

|                     |           |      |
|---------------------|-----------|------|
| Name (please print) | Signature | Date |
| Spouse              | Signature | Date |
| Name (please print) | Signature | Date |
| Spouse              | Signature | Date |

**THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE  
PLEASE ATTACH A CURRENT FINANCIAL STATEMENT**