

EDM PERFORMANCE ACCESSORIES Credit Application

The undersigned corporation/ individual is applying for credit with **EDM Performance Accessories** and understands and accepts the conditions of sale which are incorporated by reference herein:

| | |
|--|--|
| Company name: | Address: |
| Phone: | Fax: |
| Federal tax ID or Social Security number: | E-mail Address of Contact: |
| Do you prefer to pay by: Check [] by Credit Card [] by E-Mail [] | Type of Card: |
| If by Credit Card, please list number and exp. Date: | E-Mail Address of Accounts Payable: |

Amount of credit requested \$

Are you a:

[] CORPORATION [] PARTNERSHIP [] SOLE PROPRIETORSHIP [] OTHER

Authorized purchasers

Purchase order required? Yes No

REFERENCES: If you have a pre-filled out reference sheet, please attach a copy and sign below.

TRADE REFERENCES

| | |
|-------------------|-------------------|
| Name | Name |
| Address | Address |
| Phone/ Fax | Phone/ Fax |
| Name | Name |
| Address | Address |
| Phone/ Fax | Phone/ Fax |

BANK REFERENCES

| | |
|---|-----------------------|
| Name of Bank | Contact Person |
| Phone | Account # |
| Any special billing requests or comments?: | |

Authorized signature:

Printed name:

Date: **Title:**

Conditions of Sale

Prices and Terms

Prices and terms are subject to change without notice until accepted and acknowledged by EDM Performance Accessories.

Prices do not include sales, use, excise or similar taxes. Any such tax that is required to be collected or paid by EDM Performance Accessories is considered the Buyer's responsibility and as such may be added to the Invoice, or Invoiced later, as a separate charge to be paid by the Buyer, unless the Buyer has furnished EDM Performance Accessories with an applicable exemption certificate.

Standard terms of payment are Net 30 from the date of the invoice. All balances past due over 30 days are considered delinquent. All sales are subject to credit approval. In the event the Buyer enters into a payment schedule agreement with EDM Performance Accessories, there may be additional terms and conditions supplemental to these "Conditions of Sale". A service charge of one and one-half (1 1/2%) percent will be payable on any balance past due and unpaid. All past due accounts are subject to collection by a Collection Agency.

Delivery

Prices are F.O.B. origin unless otherwise agreed to. Claims against the carrier for damage caused during shipment must be made by the Buyer. Scheduled delivery is approximate and is subject to change.

Invoicing

Invoices to Buyer will be issued at time of shipment or as soon as practicable thereafter. Partial invoices may be issued for partial shipment.

Acceptance of Order

Buyer's offer to purchase shall not constitute an order until accepted by EDM Performance Accessories.

Cancellation / Returned Goods Policy

Accepted orders are not subject to cancellation unless agreed to by EDM Performance Accessories. No goods will be accepted for return without prior authorization accompanied by a "RA" number. All goods authorized for return are to be shipped prepaid to EDM Performance Accessories. Collect shipments will be refused unless written authorization has been given prior to shipment.

Warranty/ Limit of Liability

EDM Performance Accessories warrants the goods sold to Buyer to be free from defects in materials and workmanship under normal and proper usage when owned by the original purchaser. Buyer's sole remedy under this warranty and any other claim including without limitation or negligence, with respect to the goods covered by any sale from EDM Performance Accessories (and their design, manufacture, sale, delivery, resale, inspection, operation, and use) shall be limited to repair or replacement of goods determined to be defective by EDM Performance Accessories during the warranty period.

This warranty is in lieu of any other warranty, whether express or Implied, including any warranty of merchantability or fitness for purpose.

EDM Performance Accessories SHALL NOT BE RESPONSIBLE under any warranty obligations or otherwise, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES of the Buyer in connection herewith, such as loss of production, loss of anticipated savings or anticipated profits, or damages of any third party asserted against the Buyer. EDM Performance Accessories shall in no event and for no cause whatsoever, including any breach or default by EDM Performance Accessories have any monetary liability to the Buyer in excess of the purchased price of the pertinent goods.

Governing Law

Any order placed pursuant hereto shall be governed by and construed in accordance with the laws of the State of California.

Clerical Errors

Clerical errors are subject to correction. Errors noted by Buyer must be brought to the attention of EDM Performance Accessories as soon as noted or suspected.