

CREDIT APPLICATION COMMERCIAL & ACCOUNT AGREEMENT

BILL TO

Business Name

(dba) Trade Name

Address

City, State, ZIP

SHIP TO

Business Name

Address

City , State, ZIP

Attention of

Fiscal Year End _____

Tax Cert. No _____

Fed ID No. _____

Phone No. _____

Fax No. _____

BUSINESS INFORMATION: [check all that apply]

Proprietorship
 Partnership
 Division
 Subsidiary
 Corporation [state of incorporation _____]
 LLC [state of organization _____]

ATTACH A COPY OF YOUR CERTIFICATE OF ORGANIZATION OR INCORPORATION

Nature of Business: _____

Date Business Established: _____ Products Manufactured: _____

Credit Amount Applied for: _____ Expected Monthly Purchases: _____

Parent Company and Address: _____

Name, Address & Phone No. of Mortgagor: _____

Name, Address & Phone Number of Landlord: _____

Please list all other business name that owners have been principals of: _____

COMPLETE THE FOLLOWING FOR CORPORATE OFFICERS, PARTNERS, MEMBERS, OR INDIVIDUAL PROPRIETORS [attach more pages if necessary]

Name and Title	Name and Title	Name and Title
_____ Home Address	_____ Home Address	_____ Home Address
_____ City, State, Zip	_____ City , State, ZIP	_____ City, State, Zip
_____ Home Phone No.	_____ Home Phone No.	_____ Home Phone No.
_____ Social Security No.	_____ Social Security No.	_____ Social Security No.

QUALITY FOR LIFE

COMPLETE THE FOLLOWING FOR ALL BANKING RELATIONSHIPS or LENDERS

BANK/LENDER NAME AND ADDRESS: _____

Account No. _____ Contact Name/Email: _____
 Phone No. _____ Fax No. _____
 Does Bank/Lender have a lien in your inventory? _____ yes _____ no ; Date relationship established: _____

BANK/LENDER NAME AND ADDRESS: _____

Account No. _____ Contact Name/Email: _____
 Phone No. _____ Fax No. _____
 Does Bank/Lender have a lien in your inventory? _____ yes _____ no ; Date relationship established: _____

BANK/LENDER NAME AND ADDRESS: _____

Account No. _____ Contact Name/Email: _____
 Phone No. _____ Fax No. _____
 Does Bank/Lender have a lien in your inventory? _____ yes _____ no ; Date relationship established: _____

TRADE REFERENCES:

Name	Address	City, State, ZIP	Contact	Phone, Fax, Email
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

THE UNDERSIGNED REPRESENTS THAT ALL INFORMATION SUPPLIED BY OR ON BEHALF OF THE APPLICANT IS TRUE AND CORRECT.

In consideration of AL-KO AXIS, its subsidiaries and affiliates ("AL-KO AXIS") extending credit to the applicant at its sole and absolute discretion, the undersigned personally and on behalf of the Applicant, agrees to the following terms and conditions:

1. Payment: All invoices will be promptly paid when due and in accordance with the terms of the invoice.
2. Late Payment: Any invoice not paid when due will be subject to a finance charge of up to 1.5% per month or eighteen percent (18%) per year on any unpaid, overdue balance from and after the first day the same becomes delinquent until fully paid, not to exceed the maximum rate permitted by law. All payments by credit card will be subject to a 3.5% surcharge.
3. Attorneys' Fees and Expenses. The Applicant will pay all collection costs, including reasonable attorneys' fees and court costs and all other costs and expenses resulting from any delinquent account which AL-KO AXIS may incur in enforcing any obligations of the Applicant relative to any delinquent invoice or account in addition to the delinquent amount and late payment charges.
4. Cash/COD. AL-KO AXIS in the exercise of its sole and absolute discretion may place Applicant's account on a Cash/Cash-on-Delivery basis at any time. AL-KO AXIS shall not be liable for any damages resulting from delays or failure in performance or delivery.
5. Security. The Applicant hereby grants to AL-KO AXIS a purchase money secured interest ("PMSI") in all products supplied by AL-KO AXIS to the undersigned, including without limitation, all axles and related components, raw materials, work-in process, or materials used or consumed in the Applicant's business, the products and proceeds of the foregoing, including insurance proceeds, resulting from the sale, exchange or loss thereof ("AL-KO Inventory"). AL-KO AXIS is authorized to sign and file such financing statements evidencing this PMSI in AL-KO Inventory and to send such notices to competing lienholders as are required, necessary, or desirable to perfect this lien in accordance with the Indiana Uniform Commercial Code (UCC), which shall govern all transactions between the parties. AL-KO AXIS is entitled to all remedies of a secured party under the UCC.

QUALITY FOR LIFE

- 6. **Verification.** Applicant hereby authorizes AL-KO AXIS to contact any party shown on this application or use any other sources of credit information to verify the Information shown, or obtain any information needed to consider the application. The undersigned hereby authorizes any bank or grantor of credit to provide AL-KO AXIS information regarding the character, reputation, financial responsibility and indebtedness of the undersigned.
- 7. **Notice of Material Change.** The Undersigned will promptly notify AL-KO AXIS in writing of any material change in Applicants financial condition or business address or ownership.
- 8. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the state of Indiana.
- 9. **Submission to Jurisdiction.** Applicant and the undersigned irrevocably agree that, subject to AL-KO AXIS'S sole and absolute election all suits, actions or proceedings arising out of or relating to this Agreement, the parties' credit relationship and any other dispute between the parties of any kind shall be subject to litigation in state courts located in Elkhart County, Indiana. Applicant and the undersigned hereby consent and submit to the jurisdiction of any state court located within said county and state and hereby waive any right to transfer or change of venue or to claim that nay such proceeding has been brought in an inconvenient forum. This paragraph shall not be construed to limit or waive, AL-KO AXIS's right to transfer or change the venue of such proceeding or to require AL-KO AXIS to bring any such proceeding in said state and county.
- 10. **Waiver of Jury Trial.** The parties hereby waive the right to trial by jury of any dispute arising out of or relating to this Agreement, the parties' credit relationship and any other dispute between the parties of any kind.
- 11. **Unenforceable Provisions.** If any term, paragraph, clause, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, and this Agreement shall be construed as if such Invalid, void or unenforceable provisions were omitted.
- 12. **Effective Date.** Applicant understands and agrees that this Agreement does not become effective unless and until accepted by AL-KO AXIS. Applicant further understands and agrees that AL-KO AXIS may terminate or discontinue the provision of credit and the sale of products at any time according to the exercise of its sole and absolute discretion.
- 13. **Denial of Application.** If your application for business credit is denied, you have the right to written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Manager within sixty (60) days from the day you are notified of our decision. Well will send you a written statement of reasons for the deal within thirty (30) days of receiving a request for this statement.
- 14. **Understanding and Voluntariness.** The parties represent and agree that they have been advised to consult legal counsel and have had the opportunity to discuss all aspects of this Agreement with legal counsel, that they have carefully read and fully understand all the provisions of this Agreement and believe them to be reasonable, and that they are voluntarily entering into this Agreement.
- 15. **Reliance.** Al-KO AXIS is relying upon the accuracy of all information supplied by the undersigned in extending credit to the Applicant. In the event of default, the undersigned agrees to be personally responsible for all amounts due under this Agreement and waives all notices to a surety available under Indiana law, including, without limitation, notice of acceptance, or extension of credit given, notice of the amount of indebtedness, presentment for payment, protest, notice of default, notice of protest and non-payment, notice of forbearance and extension of time.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant 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 the Federal Trade Commission, Equal Opportunity, Washington, D.C. 20580.

Dated this _____ day of _____, 20____.

Authorized Signature

Print Name _____
Address: _____
Title: _____