



# Business Credit Application

ARG Location \_\_\_\_\_

Date \_\_\_\_\_

## Name/Address

Last	First	Middle Initial	Title	
Name of Business			Tax I.D. Number	
Address		City	State	Zip Code
Phone No.	Fax No.		Email	

## Company Information

Type of Business:		In Business Since:		
Legal Form Under Which Business Operates:		<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship
If Division/Subsidiary, Name of Parent Company:		In Business Since:		
Name of Company Principal Responsible for Business Transactions:		Title:		
Address:		City:	State:	ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:		Title:		
Address:		City:	State:	ZIP: Phone:

## Bank References

Institution Name:			Institution Name:			Institution Name:		
Checking Account #:			Savings Account #:			Home Equity Loan:		Loan Balance:
Address:			Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:	City:	State:	Zip:
Phone:			Phone:			Phone:		

## Trade References

Company Name:		Company Name:		Company Name:	
Contact Name:		Contact Name:		Contact Name:	
Address:		Address:		Address:	
Phone:	Fax:	Phone:	Fax:	Phone:	Fax:
Account Opened Since:		Account Opened Since:		Account Opened Since:	
Credit Limit:		Credit Limit:		Credit Limit:	
Current Balance:		Current Balance:		Current Balance:	

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. I also hereby confirm that I have read and agree to all "TERMS and CONDITIONS" as set forth on page 2 of the ARG Business Credit Application. Furthermore, I personally guarantee payment of any indebtedness incurred pursuant to this credit application, to you, subject to the following limitations and conditions: (1) the indebtedness shall include only that indebtedness incurred by debtor on or after date of this application, (2) this is a continuing guaranty and shall cover future indebtedness arising under successive transactions that either continue the indebtedness or, from time to time, renew it after it has been satisfied, (3) notice of acceptance of this guaranty is waived. Page 3 of the application includes a listing of persons who are authorized to sign on the applicant's behalf.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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TERMS AND CONDITIONS

Payment. The undersigned acknowledges Alaska Rubber Group payment terms are net thirty (30) days from the date of invoice. In the event it becomes necessary to place the account with an attorney or collections, we agree to pay all the costs of collections, including attorneys' fees. Additionally, a late payment charge of 2% per month may be charged on all past due accounts and Purchaser shall pay Alaska Rubber Group all costs incurred by it in collecting any past due account from Purchaser, including but not limited to, all court costs and attorneys' fees.

Risk of Loss. Unless otherwise stated with the order, Purchaser is responsible for any freight costs associated with the delivery of products to its destination. Title and risk of loss will pass to Purchaser upon delivery to the common carrier or upon customer pick-up.

Modification of Application. No waiver or modification of this Application or of any term or condition herein contained shall be valid unless in writing and duly executed, nor shall any waiver or modification of this Application not duly executed as provided herein be deemed to be part of this Application under any circumstances.

Force Majeure. Alaska Rubber Group shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Purchaser, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability. If such delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Enforcement Costs. The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this Application, regardless of whether an action is commenced at law or in equity, which costs include but are not limited to court costs and reasonable attorneys' fees.

Applicable Law and Consent to Jurisdiction. This Application shall be governed by and interpreted according to the laws of the State of Washington or the State of Alaska depending on which location grants the credit applied for. Each party submits to the personal jurisdiction of all courts, whether Federal or State within Washington or Alaska, and agrees that any action pertaining to this Application shall be brought in a court in Washington or Alaska. In addition, each party waives the right to a jury trial in the event of a dispute.

Waiver of Breach. The waiver of the breach of any term or condition of this Application shall not be deemed to constitute the waiver of any other or subsequent breach of the same of any other term or condition.

Limitation of Liability. Alaska Rubber Group's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof, or connected with any materials or services supplied hereunder, or the sale, resale, operation or use of materials, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such materials or services or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained for exchange or risks between Alaska Rubber Group and Purchaser and Alaska Rubber Group would not have agreed to the price or terms of this contract. Alaska Rubber Group SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of materials or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Purchaser for such damage.

Attorneys' Fees. If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to reasonable consultants', accountants' and attorneys' fees and expenses. Such fees and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. Any attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. The Prevailing Party shall be entitled to consultants', accountants', and attorneys' fees, costs and expenses incurred in preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

Assignment or Delegation. Purchaser shall not assign or delegate any or all of its duties or rights hereunder without Alaska Rubber Group's prior written consent.

The undersigned acknowledges the above information is for the purpose of obtaining credit and is warranted to be true.

In return for Alaska Rubber Group extending credit, unless otherwise mutually agreed in writing, applicant agrees to be bound by the terms contained herein.

Counterparts. This Application may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature shall be deemed an original.

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Signature

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Date

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LIST OF AUTHORIZED SIGNERS

Listed below are the names and signatures of the people who are authorized to sign on the account of: (Name of Business)

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Name:

Signature:

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Name:

Signature:

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Name:

Signature:

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Name:

Signature:

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Name:

Signature:

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Name:

Signature:

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Signature

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Date