



# CREDIT APPLICATION

Please return in person or email to ar@tristarind.com

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APPLICANTS LEGAL NAME		STREET ADDRESS		CITY	STATE	ZIP CODE
DOING BUSINESS AS		MAILING ADDRESS		CITY	STATE	ZIP CODE
TYPE OF BUSINESS <input type="checkbox"/> PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION - IN STATE OF		WE ARE ENGAGED IN THE BUSINESS OF				
YEAR BUSINESS ESTABLISHED	PHONE NUMBER ( )	FAX NUMBER ( )	SALES TAX EXEMPT <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YOU CHECKED YES, ATTACH COPY OF VALID EXEMPTION CERTIFICATE	
HOW WOULD YOU LIKE TO RECEIVE YOUR INVOICES <input type="checkbox"/> EMAIL - PROVIDE EMAIL ADDRESS _____ <input type="checkbox"/> MAIL						

OFFICERS OR OWNERS		INCLUDE THIS INFORMATION IF PARTNERSHIP OR SOLE PROPRIETOR OR IF SIGNING PERSONAL GUARANTEE SECTION			
NAME	TITLE	SOCIAL SECURITY #	HOME ADDRESS	HOME PHONE	
NAME	TITLE	SOCIAL SECURITY #	HOME ADDRESS	HOME PHONE	
NAME	TITLE	SOCIAL SECURITY #	HOME ADDRESS	HOME PHONE	

BANK INFORMATION		FURNISH INFORMATION ON THE ACCOUNT USED FOR PAYABLES FOR PURCHASES FROM VENDORS				
BANK NAME	ADDRESS	CITY	STATE	ZIP CODE	ACCOUNT NUMBER	PHONE NUMBER ( )

CREDIT REFERENCES		FURNISH INFORMATION ON ACCOUNTS ESTABLISHED FOR AT LEAST ONE YEAR WITH HIGH BALANCES COMPARABLE TO AMOUNT OF CREDIT DESIRED					
NAME	ADDRESS	CITY	STATE	ZIP CODE	E-MAIL	PHONE NUMBER	FAX NUMBER
NAME	ADDRESS	CITY	STATE	ZIP CODE	E-MAIL	PHONE NUMBER	FAX NUMBER
NAME	ADDRESS	CITY	STATE	ZIP CODE	E-MAIL	PHONE NUMBER	FAX NUMBER
Has a tax lien or civil suit been filed against Applicant or any of the Principals, Partners Officers or Directors within the past six years? <input type="checkbox"/> YES <input type="checkbox"/> NO		Has Applicant or any of its Owners, Principals, Partners, Officers or Directors ever filed a voluntary petition in bankruptcy, or been adjudged bankrupt? <input type="checkbox"/> YES <input type="checkbox"/> NO				AMOUNT OF CREDIT DESIRED	
Is Applicant or any of its Owners, Principals, Partners, Officers or Directors a guarantor or endorser of debts or notes owed by others? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are there any past due taxes owed by the Applicant? <input type="checkbox"/> YES <input type="checkbox"/> NO				\$	

SPACE BELOW FOR TRI STAR USE ONLY				
TAX EXEMPT CERTIFICATE RECEIVED <input type="checkbox"/> YES <input type="checkbox"/> NO	DATA APPLICATION RECEIVED	CREDIT LIMIT	CREDIT MANAGER APPROVAL	DATE

# AGREEMENTS, TERMS AND CONDITIONS

1. TRI STAR INDUSTRIAL LLC, shall hereinafter be referred to as "Tri Star", and the applicant shall be referred to as "Customer". The Customer desires to purchase goods and services from Tri Star and Customer agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. Customer and each guarantor authorize Tri Star to check their credit background and to request credit reports regarding their respective commercial and personal credit and otherwise investigate their credit worthiness before extending credit now or at any time in the future. Customer acknowledges that all such information has been submitted for the purpose of obtaining credit.
2. Credit will be extended by Tri Star to Customer based on the information provided in this application. Customer agrees to pay any and all invoices, charges, fees and costs which Customer or any authorized person incurs, on Customer's account. Unless Customer notifies Tri Star in writing within (5) days of any unauthorized uses of Customer's credit, Customer agrees that any person who incurs charges on Customer's account, is authorized to do so. If Customer fails to comply with this Agreement, Tri Star may terminate immediately upon notice to customer.
3. Customer agrees to notify Tri Star, in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. All sums owing Tri Star by Customer shall be paid in accordance with the terms and conditions expressed on any written quotation signed by Tri Star and Customer or on Tri Star's invoice. In the absence of such express terms and conditions, Tri Star's terms will be Net 30 days from date of invoice. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month from original due date.
4. If Tri Star is not paid on time, in accordance with Tri Star's terms, Customer shall pay for all costs and expenses incurred by Tri Star in connection with Tri Star attempts to obtain payment, including fees charged by a collection agency or attorney, and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of Tri Star's extension of credit, that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the exclusive jurisdiction and legal venue for said action. If Tri Star refers this agreement to an attorney for enforcement, including collection amounts which are past due, Customer agrees to pay Tri Star's actual attorney's fees and costs incurred thereby, whether or not formal proceedings are brought to remedy Customer's breach of this agreement. Customer agrees to pay Tri Star a \$25.00 Service Charge on each dishonored check returned to Tri Star.
5. Customer certifies that any financial documents provided Tri Star are true and accurate and will provide Tri Star such documents from time to time upon request. Customer represents to Tri Star that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of Customer, as of the date of this agreement.
6. Upon Tri Star's acceptance, this agreement embodies the entire agreements of the parties. No promise, representation or agreement made prior to or subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change amendment, addition, alteration or modification shall be valid unless the same be in writing, signed by all parties hereto, or by their duly authorized agents.
7. CUSTOMER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CUSTOMER, WHETHER SUCH CLAIM SOUNDS IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE OR NEGLIGENCE. TRI STAR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRI STAR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFIT, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY TRI STAR'S BREACH OF THIS AGREEMENT; (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO TRI STAR FOR GOODS FURNISHED TO CUSTOMER WHICH ARE THE SUBJECT OF SUCH CLAIMS.

The undersigned, an authorized signer for Customer, certifies that the information furnished in this application is true and correct, and that the undersigned has read and agreed to all the terms and conditions of this agreement noted on the front and reverse pages of this application.

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_

# CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to Customer by Tri Star and as an inducement to Tri Star to continue to extend credit to said Customer, the undersigned (hereinafter "Guarantors") jointly and severally unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to Tri Star by said Customer, as a result of Tri Star's extension of credit, including attorneys' fees and costs which may be incurred by Tri Star to enforce this Guaranty and/or to enforce its claims against Customer. If legal action is brought to enforce this Guaranty, Maricopa County, Arizona shall be the sole and exclusive jurisdiction and legal venue for said action.

Guarantors agree to hold Tri Star harmless from any loss, damage and expenses caused or arising out of default on the part of Customer. Tri Star may proceed against Guarantors without being required to first proceed against the Customer, and Tri Star may proceed against any one of the Guarantors without waiving its rights to proceed against any of the remaining Guarantors. Guarantors waive notice of the following: extension of time or modification of terms, settlement of resolutions or disputes, modification of credit line, default of Customer.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to Tri Star not to make any further sales and delivered on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by Tri Star by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time. Guarantors agree to provide personal financial information as reasonably requested by Tri Star.

Self \_\_\_\_\_

Are you married? \_\_\_ Yes \_\_\_ No. If married, spouse must sign.

Spouse \_\_\_\_\_

Address \_\_\_\_\_

Self \_\_\_\_\_

Are you married? \_\_\_ Yes \_\_\_ No. If married, spouse must sign.

Spouse \_\_\_\_\_

Address \_\_\_\_\_