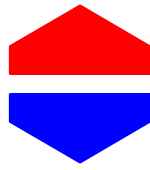


# American Excelsior Company®



**RETURN TO :**  
**AMERICAN EXCELSIOR COMPANY**  
**850 Avenue H East**  
**Arlington, Texas 76011**  
**Phone: (800) 777-7645 Fax: (817) 385-3582/817-385-3585**  
**Email: credit@americanexcelsior.com**

**SITE/SALESPERSON USE ONLY**

SALESPERSON#	SITE#	ACCOUNT#	CUSTOMER TYPE
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**CUSTOMER INFORMATION**

Exact legal name		dba	
Street Address		Mailing Address	
City	County	State	Zip
Phone	Fax	Dun & Bradstreet#	
Email Address			

Social Security Number	Federal Id Number	Are purchase orders required? Yes <input type="checkbox"/> No <input type="checkbox"/>
Is business located within city limits yes <input type="checkbox"/> no <input type="checkbox"/>	State of incorporation/organization	Year established

Type of business entity Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/>	SIC Code
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How did you hear about us?  Local Rep Contact  Thomas Register On-Line  Internet Search  Referral  
 Other (Please List)

Buyer Contact Name	Phone number	Email address
Order/Shipper Notification Email Address		

Account Payable Contact	Phone number	Email address
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<b>OFFICERS/PARTNERS</b>	<b>TITLE</b>	<b>ADDRESS</b>	<b>PHONE</b>
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Bank	Phone/Fax Number
Account number	Year established

**TRADE REFERENCES**

NAME	ADDRESS	PHONE/FAX NUMBER
1.		
2.		
3.		

Comments

Please attach a recent financial statement. Date of statement

**Would you like your invoices emailed or faxed?  EMAIL  FAX  US MAIL**

Estimated monthly purchases

**By signing below you are agreeing to the Terms and Conditions of American Excelsior Company. Customer is applying for the right to purchase goods from the company on credit. Customer agrees to provide Company with evidence of its credit worthiness as requested by the Company and authorizes the Company to obtain credit reports on the Customer. Until such time as credit sales and a credit limit are approved in writing, all orders will be shipped C.O.D. The Company reserves the right to deny credit at its discretion in accordance with applicable law. Customer will be notified in writing if credit limit is approved and the amount of the credit limit.**

By (signature)	Title
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Print Name

Date:

American Excelsior Company  
Credit Terms and Conditions

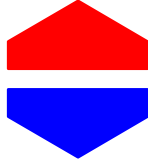
If a credit limit is approved and established by American Excelsior Company (the "Company") in writing, the following terms and conditions shall govern Customer's purchases on credit.

1. No Customer will be allowed to purchase goods on credit without a properly completed Credit Application that is approved in writing with an approved credit limit established by the Company. Customer agrees to provide information regarding its creditworthiness as well as its articles of incorporation or organizational agreements, as applicable, and certificates of existence and good standing, as applicable, if requested by the Company.
2. When Customer receives written approval of its credit limit, Customer may purchase and pay for products from time to time at its discretion subject to payment of the purchase price no later than thirty (30) days from the date of the Company's invoice, unless a different time period is specified in the invoice, provided that the aggregate amount of obligations outstanding on all sales to the Customer at any one time does not exceed the Customer's approved credit limit. If any order is placed with the Company on Customer's purchase order form, and the Customer's purchase order form contains terms and conditions that conflict with or are different from or add to the terms and conditions of this Agreement or any Company invoice, then the parties agree that the terms and conditions set forth in this Agreement and the Company's invoice shall prevail.
3. No purchases on credit will be approved that cause an account to exceed the approved credit limit. In the event the credit limit is ever exceeded, Customer agrees to make a payment immediately in an amount necessary to bring the credit extensions in compliance with the approved credit limit.
4. Any past due amount may cause Customer's account to revert to immediate C.O.D. status at the Company's discretion until the past due amount is paid in full. Unless the Company's branch office which sold the product has been notified in writing of a dispute regarding the sale and the reason for the dispute, the Company may retain any discount for application to the past due balance.
5. A SERVICE CHARGE EQUAL TO THE LESSER OF (1) 1.5% PER MONTH; OR (2) THE MAXIMUM AMOUNT ALLOWED BY APPLICABLE LAW, MAY BE ADDED TO ALL PAST DUE INVOICES AT THE COMPANY'S DISCRETION.
6. The Company reserves the right to reduce or cancel its credit limit for the Customer at any time at its discretion upon written notice to the Customer. Customer agrees to provide from time to time, at the Company's request, evidence of continuing creditworthiness, including without limitation audited and unaudited financial statements and/or trade and bank references.
7. All purchases made with accounts approved for credit shall be for business or commercial purposes only, and not for personal, family or household purposes.
8. If payment is made by check, and the check is dishonored by Customer's financial institution, Customer agrees to pay a processing fee equal to the lesser of (1) \$25 or (2) the maximum sum allowed by applicable law, and Customer hereby agrees that such processing fee is reasonable given the trouble and cost associated with handling the dishonored check.
9. Customer agrees to notify the Company in writing within thirty (30) days of any changes in (1) the Customer's business structure as a corporation, limited partnership, general partnership, sole proprietorship, Limited Liability Company or similar organization, (2) its exact legal name, (3) the street address of its principal executive office, or (4) its state of incorporation or organization, as applicable.
10. Customer hereby grants a security interest in all goods sold on credit and any proceeds and products thereof to secure the payment of any unpaid amounts under any invoices. Customer authorizes the Company at its discretion to record a UCC-1 financing statement without Customer's signature. In the event of a payment or other default hereunder, the Company shall be entitled to all of the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code applicable to this Agreement. At the Company's request, the Customer shall execute and deliver to the Company a security agreement containing additional terms and conditions.
11. American Excelsior Company may elect to resolve any controversy, claim or dispute arising out of or relating to this credit application, or sale or the breach thereof, by binding arbitration in Texas in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
12. In the event Customer fails to pay any sums due on an account, Customer agrees to pay the Company's reasonable legal costs and fees in connection with any negotiation, enforcement or collection of the unpaid account (without regard to whether a lawsuit is actually filed), including without limitation the cost of litigation proceedings and court costs if litigation is commenced.
13. The obligations and undertaking of each of the parties to this agreement shall be performed at 850 Ave H East, Arlington, Tarrant County, Texas. The parties agree that any disputes relating to this agreement shall be heard by a state court located in Tarrant County, Texas.
14. Company may waive any provision hereof, but only in writing signed by an authorized officer of the Company.
15. There are no oral agreements between the Company and the Customer. This Agreement together with the terms and conditions set forth in written invoices issued by the Company represent the final agreement of the parties and may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreements of the parties.
16. **THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED, ENFORCED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO CONFLICTS OF LAWS PROVISIONS THAT, BUT FOR THIS PROVISION, WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.** It is the intention of the parties hereto to comply strictly with any applicable usury or fee limitation laws. In the event any interest or fee is contracted for, charged or received in excess of the amount allowed by applicable law notwithstanding the contrary intention of the parties, then the excess shall be credited or rebated to Customer's account.

**Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on 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 credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact American Excelsior Company, attn: Credit Analyst, within sixty (60) days from the date you were notified of the decision to deny credit. American Excelsior Company will send you a written statement of reasons for denial within thirty (30) days of receiving your request for the statement of reason(s)..

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**AUTHORIZATION TO RELEASE CREDIT INFORMATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**As a holder of the above referenced account with your BANK, I (we) hereby authorize and request that a report detailing my (our) credit history with your BANK be forwarded to American Excelsior Company. Please be advised, this letter serves as my (our) authorization for the release of my (our) credit history information with your bank. Thank you for your cooperation in this matter.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Joint Applicant (*if any*)

\_\_\_\_\_  
Social Security Number or FEIN

\_\_\_\_\_  
Social Security Number or FEIN

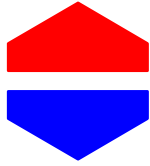
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Address, Line 1

\_\_\_\_\_  
Address, Line 1

\_\_\_\_\_  
Address, Line 2

\_\_\_\_\_  
Address, Line 2

**American  
Excelsior  
Company<sup>®</sup>**



INDIVIDUAL PERSONAL GUARANTY  
(To be completed upon request)

THIS FORM MUST BE PRINTED AND FILLED OUT COMPLETELY.

Date \_\_\_\_\_

I, (name) \_\_\_\_\_, residing at (address) \_\_\_\_\_  
\_\_\_\_\_ for and in consideration of you  
extending credit at my request to \_\_\_\_\_ (hereinafter  
referred to as the "Company"), of which I am (title) \_\_\_\_\_, hereby  
personally guarantee to you the payment at 850 Ave H East, Arlington, in the State of Texas, of any obligation  
of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to  
you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall  
be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby  
waive notice of default, non-payment and notice thereof and consent to modification or renewal of the credit  
agreement hereby guaranteed.

Signature: \_\_\_\_\_ SSN: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness printed name \_\_\_\_\_

Witness Address: \_\_\_\_\_