

C R E D I T A P P L I C A T I O N



FOR COMPANY USE ONLY SALES APPROVAL _____
 MC _____ WTR _____ SNO _____
 HD _____ ATV _____



4900 ALLIANCE GATEWAY FREEWAY
 FORT WORTH, TEXAS 76177
 PHONE (800) 347-3310

Applications cannot be considered unless they are signed by the owner, partner, or a corporate officer.

CUSTOMER # _____

SALES PERSON # _____

LEGAL COMPANY _____

LINE REQUEST \$ _____

STREET ADDRESS _____ TELEPHONE (____) _____

CITY/STATE/ZIP _____ FAX (____) _____

YEAR BUSINESS ESTABLISHED _____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____

TAX EXEMPT: _____ YES ___ NO (IF YES, COMPLETE TAX EXEMPT CERTIFICATE ON REVERSE SIDE)

TYPE OF BUSINESS: M/C WATERCRAFT PARTS & ACCESSORIES ONLY SNOWMOBILE ATV SERVICE

FRANCHISED BRANDS SOLD _____

PRINCIPALS OR OWNERS:

NAME _____ TITLE _____ HOME PHONE (____) _____

HOME ADDRESS _____

CITY/STATE/ZIP _____

NAME _____ TITLE _____ HOME PHONE (____) _____

HOME ADDRESS _____

CITY/STATE/ZIP _____

BANK NAME _____ **BANK PHONE NUMBER** (____) _____ **CHECKING ACCT.#** _____

BANK ADDRESS _____

CITY/STATE/ZIP _____

TRADE REFERENCES: Please list three firms with whom you do business, preferably on an open basis.

NAME _____ PHONE NUMBER (____) _____ OPEN _____ COD _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE NUMBER (____) _____ OPEN _____ COD _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE NUMBER (____) _____ OPEN _____ COD _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE SIDE OF THIS APPLICATION. It is agreed that sales of products by Ed Tucker Distributor, Inc. will be based on these terms and conditions. From the above information, please establish an OPEN _____ C.O.D. _____ account with Ed Tucker Distributor, Inc. I understand that all account balances are payable in Dallas, Dallas County, Texas. I also understand that interest will be charged on past due balances at a rate not to exceed the maximum non-usurious interest Rate or 1-1/2% per month, whichever is less.

 (Date)

 (Signature) Officer Partner Proprietor

GUARANTY

The undersigned Guarantor(s) in order to induce Ed Tucker Distributor, Inc. to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Ed Tucker Distributor, Inc. whether said indebtedness is due now or hereafter incurred and whether the indebtedness arises from open account, COD or otherwise. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Ed Tucker Distributor, Inc. all without notice to the undersigned Guarantor(s). Ed Tucker Distributor, Inc. may modify the indebtedness, accept, or release collateral, or release the applicant, without releasing the undersigned Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Dallas, Dallas County, Texas. A counterpart of this Guaranty delivered by facsimile transmission shall be deemed an original document and be valid for all purposes

 Guarantor

Signed this _____ day of _____, 20____
 (day) (month) (year)

 Guarantor

TUCKER ROCKY TERMS AND CONDITIONS

GENERAL POLICY:

We sell only to legitimate powersports businesses (licensed places of business, open to the public during normal business hours, and serving the public in areas of powersports sales, service and/or parts and accessories). We do not engage in retail and sales and reserve the right to qualify any account seeking to purchase from our catalogs.

TERMS: NET, COD or CASH WITH ORDER.

All orders will be shipped COD unless cash is received with order or arrangements have been made for an open account. Dealers desiring an open account should request an application form and allow 7 to 10 days for processing. All open accounts are due by the 10th of the following month in Fort Worth, Tarrant County, Texas. Interest will be charged on past due balances at a rate not to exceed the applicable state or 1.5% per month, whichever is less. All sales final on closeout items.

SHIPMENT:

As to goods delivered by our truck, title passes upon delivery at the place buyer receives possession; and, thereafter, all risk of loss or damages shall be on buyer. Deliveries by common carrier are f.o.b. shipping point. We assume no responsibility beyond delivery to carrier in good order and are not responsible for loss, damage, or delay occurring thereafter. We will ship by the most reasonable means according to the size and weight of your order unless given special instructions.

FREIGHT ALLOWANCE:

Full freight allowance will be allowed on all shipments over \$295.00, except Alaska, if the account is paid on time. Freight will be allowed to Alaska on shipments over \$1000.00. No freight allowance is allowed if account is past due.

DAMAGES:

All goods are carefully packed and in good condition when shipped. Claims must be made with the carrier, not with Tucker/Rocky Distributor, Inc. Please note the number of packages delivered as sometimes they will be separated by the carrier.

RETURNS:

All sales final except for defects in manufacturing. Do not return merchandise without prior approval. Returned merchandise must be accompanied by a return authorization or merchandise will be refused and returned to customer. Returns must be sent prepaid by the least expensive way. Shortages and discrepancies must be reported within 15 days of invoice date. Authorized returns are subject to a 15% restocking charge-unauthorized returns and refused COD are subject to 20% restocking.

PRICES:

We reserve the right to modify prices without notice and to bill at the prevailing price at the time of shipment. Always check invoice for cost.

SERVICE:

Prompt service is of primary consideration. Every effort will be made to ship an order the same day it is received.

GENERAL PROVISIONS:

- (a) These terms govern all our sales, and may not be changed except with our written consent. Failure to return goods within 30 days of invoice date shall constitute acceptance by you of these terms, notwithstanding contrary terms in any purchase order submitted to us.
- (b) We shall use our best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the buyer and our sole obligation. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS SOLD TO BUYER BY US AND NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- (c) The manufacturer shall be solely responsible for any damage to person or property arising from the design, manufacture and testing of its products, and we accept no liability for such damages.
- (d) We shall not, under any circumstances, be liable for any labor charges without our prior written consent. We shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental, or penal damages including, but not limited to, loss of profits or revenue, or claims of customers of the buyer of such damages.
- (e) If legal action is used to collect a past due account, we shall be entitled to recover reasonable attorney's fees and costs.
- (f) A counterpart of this document delivered by facsimile transmission shall be deemed an original counterpart for all purposes.

BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods purchased by the undersigned from Ed Tucker Distribution, Inc. after _____ is purchased for the following purpose: _____ (date)

- () Resale of tangible property.
- () To be incorporated as a material or part of other tangible personal property to be produced sale by manufacturing, assembling, processing, or refining.
- () To be exported for sale, use, or consumption outside the continental limits of the United States.
- () Other: _____

This certificate shall be considered a part of each order which we shall give provided such order contains our certificate number. This certificate is to continue in force until revoked.

Purchaser: _____

By: _____

Purchaser's Certificate Number

Guarantor

Guarantor

Signed this _____ day of _____, 20____
(day) (month) (year)