



CUSTOMER CREDIT APPLICATION

Application for Credit

- Information and Trade References
- Agreement Form
- Resale Certificate Form
- Photocopy of Resale Certificate
- Personal Guaranty

To expedite our credit review process, please ensure that all items on checklist are enclosed. We look forward to partnering with you!

All Signed Forms Must Be Received Before Releasing Order.



Information and Trade References

Sales Rep: _____

Business Name: _____

Street Address: _____

City, State, Zip: _____ County: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Type of Business: _____ Year Business Started: _____

Other Business Locations: _____

- Corporation
- Partnership
- Sole Proprietorship
- Other

D & B Listed? Yes No
 Balance Sheet Attached? Yes No

D & B #: _____

Other financial information that may impact credit worthiness:

TERMS/CREDIT LINE REQUESTED _____

Trade References

Name	Address	Fax Number

Information on Principals of Business

Name	Address	Title	Social Security #

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 trade references and 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 understand and authorize the company to review both personal and consumer credit reports as a part of the credit review and determinations process.

Signature

Title

Print Name



Agreement

In consideration of Seller, Compass Manufacturing International, Selling goods and/or services to the buyer executing the application annexed hereto and this agreement, Buyer agrees to the following terms and conditions regarding all purchases hereafter.

1. Payment terms are 1% 10 days, net 30. No discount will be allowed on invoices considered past due.
2. Seller reserves the right to impose, and Buyer agrees to pay, a late charge of one and one-half (1 ½) percent per month, or the maximum permitted by law, if less, of the total unpaid balance beginning with the end of the next month following purchase. The Buyer and Seller agree that the Buyer's failure to make timely payment under this agreement shall result in damages to Seller which would be costly and difficult to prove. The parties have determined that the late charges set forth herein constitute a reasonable amount to be paid by the Buyer in the event of failure to make timely payment.
3. In the event of a NSF check a \$75.00 fee will be charged and the terms of the account will be reassessed.
4. Buyer agrees to pay Seller's attorney fees, court costs, and expenses incurred by Seller if Buyer's account is referred for collection and enforcement to an attorney. Buyer agrees this Agreement may be limited by Seller regarding amounts and quantities of purchase without prior notice to buyer.
5. All signers of this Agreement assume joint and several liability for the performance of this Agreement.
6. Any dispute as to billings, charges or materials must be raised by Buyer within thirty (30) days of billing or said dispute or problem shall be waived by Buyer.
7. All signers agree to waive all rights to venue and agree that any and all legal actions shall be brought in Louisville, KY.

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 trade references and 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 understand and authorize the company to review both personal and consumer credit reports as a part of the credit review and determinations process.

If Corporation of Partnership:

Name of Business

By

Signature of Corporate Office/Title

Date

If Sole Proprietorship or Proprietorship:

Signature of Owner

Signature of Spouse*

*Spouse must sign if Proprietorship is in community property state or if applicant is relying on jointly held assets to establish credit.



RESALE CERTIFICATE

Compass Manufacturing International

6702 ENTERPRISE DRIVE
LOUISVILLE, KY 40214

Notice to Seller:

It is presumed that all sales are subject to the tax until the contrary is established. The burden of proof that the sale of tangible personal property is not a sale at retail is on the seller. However, if the seller receives a resale certificate signed by the purchaser stating that the property purchased is for resale, the liability for the sales tax shifts from the seller to the purchaser. This certificate is intended for use by licensed retailers purchasing tangible personal property for resale, lease, or rental purposes. **To be valid, it must be signed by the owner, partner or a corporate officer, and must include the purchasers name, address, and retail sales tax license number.**

Purchaser's Statement:

As a purchaser, I certify that I am engaged in the business of selling, leasing, or renting tangible personal property of the kind and type sold by your firm. Unless otherwise specified, I certify that all tangible personal property is withdrawn for use other than for resale, lease, or rent, that I will report the transaction to the state Department of Revenue as a withdrawal from stock and pay the tax thereon based upon the reasonable and fair market value, but not less than the original purchase price. Furthermore, I understand that by extending this certificate that I am assuming liability for the sales or use tax on transactions between Compass Manufacturing International and me.

KIND OF BUSINESS ENGAGED IN BY PURCHASER _____

ITEMS SOLD, LEASED, OR RENTED BY PURCHASER _____

(Purchaser's Business or Firm Name)

(State Retail License Number)

(Street Address)

(Signature of Owner, Partner, or Corp. Officer)

(City)

(State)

(Title)

(County)

(Zip Code)

(Date)



Personal Guaranty

In order for Compass Manufacturing International to extend credit to _____ (Debtor). The undersigned hereby guarantee payment to Compass Manufacturing International for all outstanding note and account obligations currently existing and hereafter incurred by the said Debtor.

The undersigned hereby agree to pay Compass Manufacturing International all costs and expenses, including reasonable attorney's fees, which it may incur in attempting to collect from Debtor or the undersigned in the enforcement of this guaranty.

Compass Manufacturing International may cease further sales and deliveries at any time, but agrees that it will, upon written request, furnish to the undersigned a complete statement of the amount of the INDEBTEDNESS covered by this Guaranty and then unpaid.

In the event of any bankruptcy proceeding filed by or against Debtor the undersigned agree that Compass Manufacturing International may immediately proceed against the undersigned. If a payment or return of merchandise by Debtor to Compass Manufacturing International made on account of this INDEBTEDNESS hereby guaranteed is avoided as a preferential transfer in a bankruptcy proceeding, the liability of the undersigned under this Guaranty shall be increased by the amount of such avoided transfer or payment.

If there be more than one undersigned, the representations, agreements, obligations and liabilities hereunder of the undersigned shall be joint and several. This Agreement shall be binding upon the undersigned and each of them and their respective heirs, executors, administrators, legal representatives, successors and assigns.

This Agreement and all of the rights and duties of Compass Manufacturing International and the undersigned shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

The undersigned have caused this Agreement to be executed this _____ day of _____, 20_____.

Signature

Print Name and Title

Social Security #: _____

STATE OF: _____

COUNTY OF: _____