



Makers of **slēk** Skateboards

## Account & Credit Application

A subsidiary of Karsten Mfg. Corp.  
 PO Box 82070, Phoenix, AZ 85071  
 2201 W Desert Cove Ave, Phoenix, AZ 85029  
 Main: 602-687-5100 Toll-Free: 855-495-0119

A single account application can be used for all locations owned by the same individual, partnership, LLC or corporation. All locations from which Sleek products are to be sold must be listed. Failure to complete the application and sign the Policies and Conditions of Sale will delay processing

### Company Information

<b>Legal Name of Business:</b>		<b>DBA/Trade Name</b>			
<b>Legal Form Under Which Business Operates:</b>	Sole Proprietorship	Partnership	LLC	Corporation	<b>Date Formed</b>
Other (Specify)					
<b>Legal Business Address Contact Information</b>					
Address					
Address					
City	State	Zip+4			
Phone	Fax	Email			
<b>Federal EIN or SSN</b>	<b>Website</b>				
<b>Company Principal Responsible for Business Transactions</b>		Name	Title		
If A/P is managed from the above address for all locations, please provide the following A/P contact information					
Name	Title				

**Location Information** Provide information for all locations from which you wish to sell Sleek products. If more than 2 locations are involved an Excel spreadsheet can be provided to list all the required information.

<b>Location Name</b>							
<b>Location Manager</b>		Name	Title				
<b>Ship To</b>	Address						
	Address						
	City	State	Zip+4				
	Phone	Fax	Email				
<b>A/P</b>	Send Invoices via:	Mail.... to:	Location Address	Legal Business Address (above)			
		Email to:					
<b>Purchasing</b>	List authorized purchasers below			Are PO Numbers Required?		Yes	No
	Name	Title					
	Name	Title					
	Name	Title					
<b>Shop Type</b>	Skate Shop	General Sporting Goods	Other (specify)				
<b>Location Type</b>	Skate Park	Shopping Center/Mall	Stand Alone				
<b>What percent of shop is dedicated to skateboard/longboard products?</b>						%	

<b>Location Name</b>							
<b>Location Manager</b>		Name	Title				
<b>Ship To</b>	Address						
	Address						
	City	State	Zip+4				
	Phone	Fax	Email				
<b>A/P</b>	Send Invoices via:	Mail.... to:	Location Address	Legal Business Address (above)			
		Email to:					
<b>Purchasing</b>	List authorized purchasers below			Are PO Numbers Required?		Yes	No
	Name	Title					
	Name	Title					
	Name	Title					
<b>Shop Type</b>	Skate Shop	General Sporting Goods	Other (specify)				
<b>Location Type</b>	Skate Park	Shopping Center/Mall	Stand Alone				
<b>What percent of shop is dedicated to skateboard/longboard products?</b>						%	



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## POLICIES AND CONDITIONS OF SALE

- TERMS** As displayed on invoice. Interest at the rate of 1% per month accrues on all past due invoices. Goods are shipped FOB (origin). Shipping charges are prepaid and added to invoice.
- CLAIMS:** Notice of shipping errors must be filed by applicant ("Applicant") and received by Zing Wrx within 30 days of invoice date. Zing Wrx is not responsible for goods damaged in transit. Claims must be filed with the carrier.
- RETURNS:** No returns without Zing Wrx authorization. Call customer service at 855-495-0119 to obtain such authorization. Original shipping charges on returned goods will not be credited. Returns are subject to restocking fees.
- PRICES:** Actual Prices shall be the prices in effect at the time the Zing Wrx products are shipped, based upon comparable sales to others of the same product in similar quantities, and subject to incentive programs that may be applicable.

Applicant agrees to abide by the policies and conditions set forth herein and all other agreed to terms governing the sale of Zing Wrx products as a condition of receiving the credit applied for.

Applicant agrees to purchase Zing Wrx's products for resale at locations pre-approved by Zing Wrx and to retail customers only. To establish an account, Applicant must supply a copy of the location's state resale certificate, or the equivalent, showing tax exempt status, and supply updated certificates to maintain an account with Zing Wrx.

Applicant acknowledges that Zing Wrx has minimum purchase requirements, including a minimum \$415 opening order for a new single-location account or a minimum \$210 opening order per location for a new multiple-location account, as well as orders of at least \$415 (net of returns) per calendar year for each location. Applicant further understands that Zing Wrx's minimum purchase requirements are subject to change at Zing Wrx's sole discretion, and that if applicant is later a Zing Wrx account it will be informed of any such change by a notice posted by Zing Wrx on its website.

Applicant agrees that all Arizona, county and municipal transaction privilege, sales, use or similar taxes or the similar taxes of any other state or other taxing jurisdiction (collectively referred to herein as "Sales Tax") are the obligation of Applicant. If and to the extent Applicant desires to claim its purchases from Zing Wrx are exempt from Sales Tax, Applicant must complete and provide to Zing Wrx a fully executed resale or exemption certificate as prescribed by the pertinent taxing authority.

Applicant warrants that the credit applied for is not for personal, family, or household purposes.

Applicant grants a purchase money security interest to Zing Wrx in all Zing Wrx products sold to Applicant and to all proceeds of such products as security for payment and performance of all of Applicant's obligations to Zing Wrx. Applicant agrees at the request of Zing Wrx, to execute and file such financing statements and other documents to establish, maintain, and continue the perfection such security interest.

Zing Wrx reserves the right at any time to modify these Policies and Conditions of Sale governing the sale of Zing Wrx products. Zing Wrx also reserves the right to terminate the Applicant's credit privileges, require cash payment for Zing Wrx products prior to or at the time of delivery, and discontinue shipments of Zing Wrx products to Applicant for any reason, including (but not limited to) failure of Applicant to fulfill its obligations to Zing Wrx or Applicant's violation of these agreed to Zing Wrx policies and conditions of sale.

If Zing Wrx turns Applicant's account over to an attorney or agent for collection, Applicant agrees it shall be liable for attorney's fees, collection and court costs incurred by Zing Wrx.

Applicant and Zing Wrx consent to the jurisdiction of any District Court, Superior Court and/or Justice of the Peace Court located in Maricopa County, Arizona in connection with any litigation arising out of the purchase or sale of Zing Wrx products, agree that such litigation may be properly brought in such courts, and waive all defenses to such jurisdiction and venue.

Applicant authorizes Zing Wrx to investigate at any time Applicant's credit history, including obtaining a credit report or similar information regarding Applicant. Zing Wrx is authorized to share Applicant's credit experience information with third parties.

As an inducement to sell Zing Wrx products to Applicant, Applicant hereby agrees to fully indemnify, defend and hold Zing Wrx (and Zing Wrx-related entities and affiliates) harmless from and against any actual claim, charge, damage, loss, liability, expense or recovery, including, but not limited to, all interest and penalties (civil or criminal) attributable thereto (including attorney's fees), incurred by Zing Wrx (or Zing Wrx- related entities and affiliates) which arise out of or are attributable to the acts or omissions of Applicant or Applicant's agents (which includes, but is not limited to, the failure of the Applicant to pay any Sales Tax). The foregoing indemnification should not be deemed to preclude or otherwise limit in any way the exercise of any other rights or the pursuit of other remedies available to Zing Wrx.

Applicant certifies that the information given in this application is complete and agrees to promptly notify Zing Wrx in writing of any changes in that information.

Authorized Signature for Applicant:	Date:
Printed Name:	
Title:	



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# CONTINUING PERSONAL GUARANTEE

**Applicant / Account Debtor (Legal Name of Business):**

*Instructions: If applicant (referred to herein as "Applicant" and/or Account Debtor") is not an individual, the personal guaranty of Applicant's principal shareholder, general partner, member, or at least one of Applicant's officers (if Applicant is a corporation) is required, as determined by Zing WrX. If the Guarantor is married and lives in one of the following states, Guarantor's spouse must sign the marital community joinder below: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.*

For VALUE RECEIVED, the undersigned (referred to above and below as "Guarantor") hereby unconditionally guarantees and promises to pay Zing WrX, Inc. ("Zing WrX"), upon demand, any and all indebtedness of the Account Debtor to Zing WrX, including without limitation all amounts owing to Zing WrX in connection with the transactions contemplated by the Credit Application submitted by Account Debtor to Zing WrX. This is a guaranty of payment, not a guaranty of collection.

Guarantor, without affecting its liability hereunder, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptance of notes, trade acceptances or any other form of obligation for the Account Debtor's indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements.

This guaranty ("Guaranty") shall be enforceable before or after proceeding against the Account Debtor or against any security held by Zing WrX. Guarantor waives and agrees not to assert any defense arising by reason of the cessation from any cause whatsoever (other than payment in full) of the liability of the Account Debtor. Guarantor further waives all rights and/or privileges Guarantor might otherwise have to require Zing WrX to pursue any other remedy available to Zing WrX in any particular manner or order under the legal or equitable doctrine or principle of marshalling and/or suretyship. Any indebtedness of the Account Debtor now or hereafter held by a guarantor is hereby subordinated to the indebtedness of the Account Debtor to Zing WrX.

Guarantor agrees that Guarantor shall be liable for reasonable attorneys' fees, court costs and other expenses incurred by Zing WrX in connection with the collection of sums owed to Zing WrX by Account Debtor or Guarantor or Guarantor and the enforcement of this Guaranty. Guarantor and Zing WrX consent to the jurisdiction of any District Court, Superior Court and the Justice of the Peace Court of Maricopa County, Arizona in connection with any litigation arising out of this Guaranty, agree that such litigation may be properly brought in such courts, and waive all defenses to such jurisdiction and venue. This Guaranty shall be construed in accordance with, and governed by, the laws of the State of Arizona (without giving effect to choice of law rules).

This is intended to be and is a continuing guaranty relating to any indebtedness of the Account Debtor to Zing WrX whether now existing or arising hereafter. This guaranty shall not be revoked except by written notice to Zing WrX. Revocation of this Guaranty shall not affect the obligations of Guarantor as to any indebtedness created prior to receipt by Zing WrX of such notice.

This guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Zing WrX, its successors and assigns. Any married person who signs this guaranty hereby expressly agrees that recourse may be had against his or her separate property as well as his or her community property for all obligations under this Guaranty.

**Guarantor Signature:**

**Date:**

**Printed Guarantor Information:**

Name

Home Address

City

State

Zip+4

Phone

S.S.N:

Married? Yes

No

If married and resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin, spouse must sign below.

### MARITAL COMMUNITY JOINDER

This undersigned, as the spouse of the Guarantor, joins in the signing of this Guaranty solely for the purpose of consenting to the commitment of the marital community property of Guarantor and the undersigned, to the extent required by applicable law.

Spouse of Guarantor

Signature:

Print Name of Spouse