GORDON SINCLAIR®

Credit Application

Primary Information

Business Name:

DBA: Federal Tax ID:

Street Address:

City: State: Zip Code:

Authorized Representative Information

Name: Title: Phone: Email:

Trade Reference 1

Business Name: Contact Name:

Street Address:

City: State: Zip Code: Phone: Fax: Email:

Trade Reference 2

Business Name: Contact Name:

Street Address:

City: State: Zip Code: Phone: Fax: Email:

Trade Reference 3

Business Name: Contact Name:

Street Address:

City: State: Zip Code: Phone: Fax: Email:

Bank Reference

Bank Name: Contact Name:

Street Address:

City: State: Zip Code: Phone: Fax: Email: Account #: ABA#:

SWIFT#:

Submit completed form to <u>ar@gordonsinclair.com</u>

GORDON SINCLAIR®

Credit Application

Business Name:

Authorized Representative Name:

Title:

Title: Signature:

Credit Agreement

As an inducement for Robert Gordon Industries, Ltd. (Gordon Sinclair) to accept orders from or otherwise extend or make credit to Applicant, Applicant hereby agrees to comply with the following terms of sale, should Gordon Sinclair elect to extend such credit:

- 1. All payments shall be made in full, in accordance with the payment terms, via ACH direct debit or other payment forms acceptable to Gordon Sinclair.
- 2. Gordon Sinclair may assess a service charge calculated at a rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Gordon Sinclair when due under the terms of this Agreement. Failure or delay by Gordon Sinclair to bill Applicant for any such service charge does not waive the Gordon Sinclair's right to receive the same.
- 3. In the event of default in payments on any invoices, Gordon Sinclair has the right to declare all invoices immediately due and payable. Applicant shall pay all out-of-pocket expense, including attorneys' fees and costs, incurred by Gordon Sinclair to collect any amounts due under this Agreement or to otherwise enforce any terms of this agreement.
- 4. The Applicant will be responsible for fees related with returned checks.
- 5. Gordon Sinclair is given the authority to investigate credit references regarding information listed on application.
- 6. The undersigned as an inducement to grant credit warrants that information submitted is true and correct.

Date:

Date:

Signature:
Personal Agreement In consideration of credit being extended by Gordon Industries, Ltd. to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or any other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Gordon Industries, Ltd. the faithful payment, when due, of all accounts of said applicant for the purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand by applicant to protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Gordon Industries, Ltd. extension of time or payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to Gordon Industries, Ltd.
Authorized Representative Name:

Submit completed form to <u>ar@gordonsinclair.com</u>