



CONFIDENTIAL CREDIT APPLICATION AND SALES AGREEMENT

We are pleased to extend open account privileges to all qualified applicants without respect to race, religion, gender or national origin.

ALL INFORMATION MUST BE COMPLETED

Full Legal Name _____ Type of Business _____ Date Business Began _____

DBA or T/A _____ Annual Sales _____

Street _____ City _____ State _____ ZIP _____

Phone _____ Email _____ Invoices and Statements to be emailed?
 Yes No

****IF TAX EXEMPT – CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO APPLICATION OR TAX WILL BE CHARGED****

Business is: Corporation (State of Incorporation: _____) Partnership Sole Proprietorship

List below the name of the Officers, Partners, and/or Sole Proprietor:

Name	Title	Home Address	Telephone #	Social Security #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bank _____ Acct Name _____ Acct # _____
Bank Address _____ Bank Phone _____

TYPE OF ACCOUNT:

Open Credit Account Estimated Monthly Purchases \$ _____ C.O.D

ARE PURCHASE ORDERS REQUIRED?

Yes No

CREDIT REFERENCES:

1. Name _____
Street _____
City _____ State _____ Zip _____
Traded since _____ Phone _____
Acct # _____ Fax # _____

2. Name _____
Street _____
City _____ State _____ Zip _____
Traded since _____ Phone _____
Acct # _____ Fax # _____

3. Name _____
Street _____
City _____ State _____ Zip _____
Traded since _____ Phone _____
Acct # _____ Fax # _____

4. Name _____
Street _____
City _____ State _____ Zip _____
Traded since _____ Phone _____
Acct # _____ Fax # _____

FINANCIAL: To assist us in expediting full credit approval, please enclose a copy of your most recent financial statement. Be assured the content therein will be treated as confidential and sensitive financial data.

STATEMENT: In consideration of credit being extended by PENCO to me/us/it, I or we certify the truthfulness and veracity of the statement appearing on this credit application. I or we guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing by me or us or any other person, firm or corporation for our benefit. **If credit is extended to a corporation, payment of all credit extended to said corporation is personally guaranteed by the persons signing this application.** This guarantee shall be and is an open and continuous guarantee.

STATEMENT: In the event this account is placed in the hands of an attorney or a collection agency for collection or suit instituted to collect same or any portion thereof, I or we agree and promise to pay a collection fee of 25% of the balance then due and owing. It is further understood that the agreement for credit and interest will be governed by the laws of the State of Delaware. Each of the signatories hereto consents to personal jurisdiction in any action brought in a Delaware court, consents to service of process by certified mail or overnight courier, made upon such person and/or such person's agent and waives any objection to venue in any such Delaware court and a claim that any such Delaware court is an inconvenient forum.

PENCO's regular billing date is the last day of each month, net 30. A LATE CHARGE OR FINANCE CHARGE WILL BE ASSESSED IN THE AMOUNT OF TWO PERCENT (2%) PER MONTH (24% PER ANNUM) ON THE DELINQUENT BALANCE AND WILL CONTINUE TO BE ASSESSED MONTHLY AS LONG AS THE ACCOUNT IS DELINQUENT.

LIMITED WARRANTY: Seller warrants its goods to be free from defects in material and workmanship at the time of delivery. Seller will assist, if necessary, in communication with manufacturer to enforce manufacturer provided warranty. SELLER MAKES NO WARRANTY FOR MERCHANTABILITY, NO WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED. Seller's liability extends only to assist in communication with the manufacturer. Seller shall not be liable for any incident, consequential, or special damages.

STATEMENT: If any part of this agreement is found invalid or unenforceable, only that particular part found, and not the entire agreement, will be inoperative.

INTERPRETATION AND MODIFICATION: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. This contract may be modified or rescinded only by writing signed by both parties or their duly authorized agents.

NON-WAIVER: No waiver of any provision of this agreement shall be deemed to be, nor shall constitute a waiver of any provision, whether or not similar. Nor shall any waiver constitute a continuing waiver.

ELECTRONIC SIGNATURES: Execution and delivery of this credit application by a portable document format (PDF) copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this credit application by such party. Such PDF copies shall constitute enforceable original documents.

The undersigned irrevocably authorizes any attorney to appear in any court of competent jurisdiction and confess judgement without process in favor of the creditor for such an amount as may then appear hereon, and to consent to immediate execution upon such judgement.

NOTICE: IT IS IMPORTANT THAT YOU THOROUGHLY READ BEFORE SIGNING

(X) _____ Date _____ (X) _____ Date _____

Applicant and Guarantor

Applicant and Guarantor