



3581 MERCANTILE AVENUE, NAPLES, FL 34104
239-643-3013 FAX 239-643-5311 www.haynesco.com

APPLICATION FOR CREDIT

NOTE: CREDIT TERMS WILL NOT BE APPROVED UNTIL THE FOLLOWING APPLICATION IS FULLY AND ACCURATELY COMPLETED. PLEASE SIGN APPLICATION PRIOR TO SUBMITTING.

SECTION I - BUSINESS IDENTITY

(If Florida/California entity please attach copy of sales tax certificate.)

Company Name: _____

Address: _____
(Street) (City) (State) (Zip)

Contact Person: _____ DUNS #: _____

Telephone: _____ Fax: _____

Business Entity?: (check one) _____ Corporation _____ Partnership _____ Sole Proprietorship

State of Incorporation (if applicable): _____

Do you take advantage of Net 10 days? (If offered) Y N Do you accept partial shipments? Y N

How would you prefer to receive invoices (via email, phone, fax)? _____

Buyer Contact: _____
E:mail Phone Fax

Accounting Dept: _____
E:mail Phone Fax

SECTION II - FINANCIAL

Bank: _____

Address: _____
(Street) (City) (State) (Zip)

Checking Acct. #: _____ Savings Acct. #: _____

SECTION III - TRADE REFERENCES (5 Required)

(Please list fax numbers for references. Thank you.)

(1)	_____	_____
	(Company)	(Phone)
High Credit	_____	_____
	(City, State & Zip Code)	(Fax)
(2)	_____	_____
	(Company)	(Phone)
High Credit	_____	_____
	(City, State & Zip Code)	(Fax)
(3)	_____	_____
	(Company)	(Phone)
High Credit	_____	_____
	(City, State & Zip Code)	(Fax)
(4)	_____	_____
	(Company)	(Phone)
High Credit	_____	_____
	(City, State & Zip Code)	(Fax)
(5)	_____	_____
	(Company)	(Phone)
High Credit	_____	_____
	(City, State & Zip Code)	(Fax)

SECTION IV - STANDARD TERMS AND CONDITIONS OF CREDIT APPROVAL AND SALE

The undersigned (hereinafter "Buyer") desires to purchase from Haynes Corporation, (hereinafter "Seller") fuel injection equipment and other equipment and merchandise, and wishes to do so on the credit terms 89described herein;

Now, therefore, in consideration of the Seller selling goods to Buyer, on credit, the Buyer agrees as follows:

1. Application for Credit and Authorization for Credit Investigation. This is an application for credit for commercial purposes only. The Buyer certifies that the information contained herein is true and correct. The Buyer authorizes Seller to investigate its credit by such methods as it deems appropriate, including but not limited to, obtaining credit reports from any credit reporting agency, bank or commercial supplier, and the same are hereby authorized to provide Seller with such information as it may request. The Buyer further authorizes such reinvestigation of its credit as may be deemed necessary by Seller. Seller reserves the right, in its sole discretion, to restrict, alter, limit or terminate Buyer's credit arrangement.
2. Standard Terms. Buyer has reviewed and accepts the Standard Terms and Conditions and Standard Limited Warranty stated on Seller's Written Quotation.
3. Payment of Credit Sales. All purchases invoiced to the Buyer are due and payable within 30 days net. All accounts unpaid after the 30 day period shall be subject to a finance charge of 1.5% per month (18% annually) on the entire unpaid balance. This amount shall be considered past due until paid in full.
4. Default. If one or more payments owed Seller by Buyer shall become more than thirty (30) days past due (from the applicable due date), the Buyer shall be considered to be in default and the entire balance of any and all amounts owed Seller by Buyer shall be immediately due and payable on demand. Likewise, if the Buyer shall be adjudged a bankrupt due to insolvency, or shall business failure or dissolution occur, the entire balance due Seller shall be deemed in default. If the Buyer shall transfer ownership of its business to a third party, the entire balance shall be deemed in default and payable immediately without prior notice.
5. Past Due Accounts. Accounts more than thirty (30) days past due will be subject to collection by legal proceedings and further extension of credit may be denied at the option of Seller. Buyer agrees to pay all costs incurred by Seller in collecting past due accounts including all court costs, attorney's fees, charges of collection agencies, and all other costs of collecting this account and in enforcing the terms of this Agreement, whether or not a lawsuit is filed.
6. Dishonored Checks. The Buyer agrees to pay a return check fee of the greater of One Hundred Dollars (\$100.00) or five percent (5%) of the amount of the check for any returned check paid on this account.
7. Waiver of Exemption. The Buyer and/or guarantors, if any, waive all rights of exemption under the constitutions and laws of the United States of America, the State of Florida or in any other state where Buyer's indebtedness to Seller may be collected.

SECTION V - SECURITY INTEREST

8. Security Agreement. The Buyer hereby grants to Seller such continuing security interest as is available and provided by law, in all inventory, equipment, and merchandise purchased from Seller, wherever located, now owned, or hereinafter acquired, including proceeds there from, accounts, and contract rights. The Buyer further agrees to maintain insurance coverage on said inventory and equipment and to make Seller's interest known to their insurance agent and, if requested by Seller, to make Seller an additional insured under their insurance coverage. The Buyer further grants Seller a Security interest in Buyer's equipment, contract rights, inventories, receivables and proceeds of sale as collateral to secure the Buyer's performance of all obligations.
9. Perfection of Security Agreement. Buyer agrees, upon request by Seller, to execute a form UCC-1 Financing Statement which shall be filed or recorded with the appropriate governmental body or agency and to execute any and all other documents or documentation required by Seller to perfect Seller's security interest. Furthermore, Buyer authorizes Seller to file a Financing Statement without Buyer's signature thereon.



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SECTION VI - MISCELLANEOUS PROVISIONS

- 10. Severability. If any clause or provision of this Agreement shall be invalid, such invalidity shall not effect any other clause or provision hereof.
- 11. Jurisdiction and Venue. This Agreement and the personal guarantee set forth herein below, shall be interpreted in accordance with the laws of the State of Florida and jurisdiction and venue for any litigation arising hereunder, under any personal guarantee and under any future guarantee or agreement, shall be in the appropriate court of Collier County, Florida.

IN WITNESS WHEREOF, and in reference to provisions of Sections I through VI, hereinabove,

I, _____ (name) as _____ (title) do hereby execute
this "Application for Credit", and accept the terms and conditions thereof, this ____ day of _____
_____, 20____.

Authorized Signature:

(Print name)

(Signature)

Witness:

(Print name)

(Signature)

SECTION VII - PERSONAL GUARANTEE

(I)(We), the undersigned, for and in consideration of Seller extending credit to Buyer at (my)(our) request, of which (I)(we) have the interest stated herein below, hereby personally guarantee to Seller payment at 3581 Mercantile Avenue, Naples, Florida 33942 of any obligation of Buyer and (I) (we) hereby accept and agree to all terms and conditions as provided in the foregoing "Application for Credit" and all the terms and conditions thereof are hereby incorporated herein by reference. (I)(We) hereby agree to be bound to pay Seller on demand any sum which may become due to Seller by the Buyer whenever the Buyer shall fail to pay same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Buyer. (I)(We) hereby waive notice of default, nonpayment and notice thereof and furthermore, agree to pay all costs and reasonable attorney's fees incurred to enforce the terms of the "Application for Credit" or any outstanding obligation of Buyer to Seller.

GUARANTOR:

(Signature of Guarantor)

(Typed Name of Guarantor)

(Witness)

GUARANTOR:

(Signature of Guarantor)

(Typed Name of Guarantor)

(Witness)