



Kingman Group
 14010 Live Oak Avenue
 Baldwin Park, CA 91706, USA
 Tel: 626.430.2300 Fax: 626.851.8530

BUSINESS APPLICATION
 (For Credit Card and/or COD Cashier's Check Only)

PLEASE PRINT LEGIBLE. Failure to complete application may delay process and/or decline of wholesale account.

COMPANY INFORMATION

Full Legal Name / Business Entity: _____

Doing Business as (DBA) _____ Date Business Established: ____/____/____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: (____) _____ - _____ Fax No: (____) _____ - _____

Company Type: () Proprietorship () Partnership () Corporation () LLC Type of Business _____

Federal ID# (If Incorporated): _____ Resale's Tax ID#: _____

E-Mail: _____ Website: _____ Number of Employees: _____

Average On-Hand Inventory: \$ _____ Estimated Monthly Purchases: \$ _____ Current Gross Sales: \$ _____

I agree to receive faxes from Kingman Group (state yes or no) _____

TERMS OF SALE AGREEMENT

"Applicant" as used herein shall refer to the Business and/or individual(s) set forth on the attached Application and signing the within Terms of Sale Agreement ("Agreement").

- All merchandise sold to Applicant shall remain the property of Kingman Group (KINGMAN) until paid for in full.
- All checks returned to KINGMAN or any reason shall be subject to a \$25.00 returned check fee.
- Any Applicant that has a check returned to KINGMAN for insufficient funds more than two (2) times shall be placed permanently on a CASH basis.
- Payment to OPEN ACCOUNTS is due no later than 30 days after the invoice date.
- Any Applicant on an OPEN ACCOUNTS, which is habitually late in making payments, will be placed on COD.
- KINGMAN has the right to recover merchandise sold to Applicant after acquired merchandise acquired by Applicant, if a check is returned for insufficient funds, a "stop payment" is issued on a check and/or upon the failure to submit payment on a delinquent account.
- Applicant agrees to pay all invoices according to the terms of each invoice. Applicant further acknowledges and consents to the addition of a 1.5% interest/service charge per month on all delinquent, unpaid balances. Under no circumstances, however shall the interest/service charge exceed lawful rates.
- If any present guarantor dies, Applicant shall immediately pay off all outstanding indebtedness or may, at the election of KINGMAN, substitute an acceptable guarantor.
- In the event KINGMAN reasonably anticipates a repudiation or imminent breach of this Agreement, KINGMAN shall be entitled to and Applicant shall provide reasonable assurances that payments will or can be made. In the event Applicant fails or refuses to provide reasonable assurances, KINGMAN may suspend its performance under this Agreement or other sales Agreement and shall be immediately entitled to any and all outstanding monies or the right to recover merchandise as set forth herein, upon written demand.
- In the event Applicant fails or refuses to make payment in accordance with invoicing /shipping terms and/or otherwise violates any of the provisions of the Agreement, KINGMAN shall be entitled to recover the reasonable expenses incurred for the cost of collection, including but not limited to attorney's fees, cost of suit, filing fees and mailing expense, which shall be added to the unpaid balance of the Applicant's account.
- This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Applicant shall not have the right to assign this Agreement to any person on entity without the express written consent of KINGMAN.
- No wavier by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed or construed as a further or continuing waiver of any other condition or of the breach of any other term, covenant, representation or warranty set forth in this Agreement.
- The parties agree that this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the state of California. Further the parties irrevocably consent the jurisdiction of the Courts of California (Federal and /or State) and to the service of the process by certified mail, return receipt requested, to the parties' respective addresses. The parties waive trial by jury.
- If any provisions of this Agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall be deemed valid, binding and subsisting.

I (we) have read and consent to the terms and conditions stated herein. Intending to be legally bound, I (we) affix my (our) signature(s) below.

SIGNATURE: _____ APPLICANT: _____
Authorized Representative Printed Name

TITLE: _____ Date: ____/____/____

SIGNATURE: _____ APPLICANT: _____
Authorized Representative Print Name

TITLE: _____ Date: ____/____/____