

Orbea USA Dealer Documents

2011-12 CREDIT APPLICATION

PLEASE NEATLY PRINT OR TYPE ALL INFORMATION, IN EACH SECTION AND RETURN WITH ATTACHMENTS BY E-FAX (501) 325-1142.

1) GENERAL INFORMATION AND AGREEMENT

BUSINESS NAME _____ PHONE # _____

NAME OF OWNER/PRINCIPAL _____ FAX # _____

LIST LEGAL CORPORATE NAME IF NOT THE SAME AS ABOVE _____

BILLING ADDRESS _____ SHIPPING ADDRESS _____

CITY _____ STATE _____ ZIP _____ CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS: _____ WEBSITE NAME: _____

PRINCIPAL OWNERS:

FULL NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

HOME TEL # _____ CELLULAR # _____ SOCIAL SECURITY NUMBER _____ BIRTH DATE _____

FULL NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

HOME TEL # _____ CELLULAR # _____ SOCIAL SECURITY NUMBER _____ BIRTH DATE _____

TYPE OF OWNERSHIP: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION LLC CORPORATION

YEARS UNDER PRESENT MANAGEMENT _____ DATE BUSINESS STARTED _____

STORE LOCATION _____

FEDERAL I.D. # _____ RESALE # _____

IF CORPORATION: STATE OF INCORPORATION _____ DATE INCORPORATED _____

STORE FOOTAGE _____ #EMPLOYEES _____ LAST YEAR'S TOTAL SALES \$ _____

BUSINESS SPACE? RENT OWN LANDLORD'S/MORTGAGOR'S NAME _____

LANDLORD/MORTGAGOR'S ADDRESS _____ CITY _____ STATE _____ ZIP _____

USE INVENTORY TO BORROW FROM YOUR BANK? YES NO IF YES: NAME OF BANK _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE # _____

HAVE ANY SUITS OR LIENS BEEN FILED AGAINST THIS BUSINESS AND/OR PRINCIPAL(S) IN THIS BUSINESS? YES NO IF YES, WHEN _____

AGREEMENT: As an owner/officer of my company, I certify that the information provided in this application is correct and I/we agree to individually guarantee payments in full for all valid purchases. By signing and submitting this credit application, I hereby grant Orbea USA a Purchase Money Security Interest in its products and further grant Orbea USA limited power of attorney to execute one or more financing statements, amendments, continuations and termination statements pursuant to the Uniform Commercial Code of the state in which retailer is conducting business, satisfactory to Orbea USA. This power of attorney is limited solely to the powers stated herein. Financial statements may also be required. By signing below, and in consideration for the credit extended me by Orbea USA the undersigned hereby agrees to the following terms and conditions: We agree to pay all invoices rendered by Orbea USA within 30 days from invoice date, unless other arrangements have been made in writing to the dealer by Orbea USA. If we fail to pay by the due date, I/we agree to pay an interest rate of 1.5% per month (or maximum allowed by law) calculated on a simple basis on the amount of the invoice. If Orbea USA, LLC is required to take legal action to enforce payment, I/we agree to pay costs including reasonable attorney's fees and collection costs, provided that this provision of attorney's fees and collection costs is void where prohibited by laws. The undersigned certifies that he/she is authorized to execute this document and that all statements are true and correct. Verification may be obtained from any source named in this application. I/we authorize my/our creditor(s) and financial institution(s) such information as Orbea USA shall request for the purpose of verification of any information or statements contained in this application and that a copy of this authorization may be used to obtain such information. I/we hereby authorize Orbea USA to provide information contained herein to other credit reporting services and suppliers. If the credit customer is a corporation, partnership, or an LLC, then those signing this application, whether signing as an officer or not, personally guarantee payment for all products purchased on credit by the corporation, partnership, or LLC. See Personal Guarantee document on page 2 for full details. Completion of this credit application does not assure applicant will be extended open credit terms. I/We hereby agree to comply with the terms of this agreement and all applicable laws.

SIGNATURE OF APPLICANT _____ TITLE _____ DATE _____

SIGNATURE OF CO-APPLICANT _____ TITLE _____ DATE _____

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2) TRADE REFERENCES

	NAME	ADDRESS	TEL/FAX#	ACCT#
1				
2				
3				
4				

3) FINANCIAL STATEMENTS, RESALE CERTIFICATES, AND INTERNET SALES

A) MOST RECENT FINANCIAL STATEMENT WITH INCOME STATEMENT & BALANCE SHEET MUST BE INCLUDED. DATE OF FINANCIAL STATEMENT: _____

B) A COPY OF YOUR BUSINESS'S STATE RESALE LICENSE OR STATE RESALE CERTIFICATE MUST BE INCLUDED.

C) MAIL ORDER OR INTERNET SALES, INCLUDING BUT NOT LIMITED TO E-BAY AND AMAZON, ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION BY ORBEA USA, LLC.

4) PERSONAL GUARANTY

In consideration of the extension of credit by Orbea USA to Applicant, the Guarantor does jointly and severally guarantee to pay and be responsible for all payments for all sums, balances and accounts due Orbea USA from Applicant, including but not limited to collection charges and/or attorney's fees.

This Personal Guarantee and any such extension of credit provided to Applicant shall be governed by the laws of the State of Arkansas, U.S.A.; and any default in the payment of any credit extension of applicant or dispute arising out of any such extension of credit, or arising out of this guarantee, shall be subject to the venue in the courts in the county of Pulaski, State of Arkansas, U.S.A. or in the courts in the county and state where dealer conducts business. This shall be an open and continuing guarantee and may continue in force notwithstanding any charge in the form of such indebtedness existing prior thereto.

Guarantor represents and warrants that the extension of credit being required are those solely pertaining to the Applicant's trade or business as a customary part of the conduct thereof by debtor, and neither the credit sought, nor this guarantee is being provided, for any personal, family or household purpose.

I have fully read and understand the Personal Guarantee and agree to be bound by its terms.

I/We hereby agree to comply with the terms agreement and applicable laws.

GUARANTOR(S) SIGNED
(PRINT NAME): _____ TITLE _____ INDIVIDUALLY: _____ DATE _____

(PRINT NAME): _____ TITLE _____ INDIVIDUALLY: _____ DATE _____

5) BANK REFERENCE & AUTHORIZATION

Please complete and sign the authorization below, and return this entire form to us with your credit application. By signing my name below, I authorize the bank named to release the requested information to Orbea-USA for the purpose of credit extension.

I/We authorize (bank name) _____ to furnish Orbea-USA with the information requested below, concerning all of my business accounts under the name(s) of _____

CONTACT NAME AT BANK _____

BANK ADDRESS _____ CITY _____ STATE _____ ZIP _____

CHECKING ACCT # _____ LOAN # _____

DATE _____ SIGNATURE (AS IT APPEARS ON BANK RECORDS) _____