



Client Identification

Client Name: _____
Contact: _____ Phone: _____
Email: _____ Fax: _____
Address: _____
City: _____ ZIP: _____
Client Code: _____ Date Opened: / /
Payment Terms: _____ Credit Limit: _____
Expires: / / EIN: _____
Resale Certificate: _____ Expires: / /

Credit Agreement, Terms and Conditions of Sale

The information provided by the applicant (hereinafter, "CUSTOMER") was for the purpose of establishing a commercial credit account with NYCO Inc. (hereinafter, "STRONGWELD"). CUSTOMER desires to purchase goods and/or services from STRONGWELD, and CUSTOMER agrees, in consideration thereof, to be bound by STRONGWELD's Terms and Conditions of Sale. CUSTOMER further agrees to the following terms:

- 1. OPEN CREDIT ACCOUNT: STRONGWELD reserves the right to approve or disapprove any request to open, modify or to extend credit in its sole discretion.
2. OPEN ACCOUNT PAYMENT TERMS: STRONGWELD's credit terms for CUSTOMER are XXX days from the invoice date.
3. CUSTOMER'S REPRESENTATIONS: Credit will be extended by STRONGWELD to CUSTOMER based on the information provided in the Credit Application and Agreement.
4. DEFAULT: Failure to make timely payment as provided above shall result in all charges on the account being deemed past due.



past due shall bear late charges plus interest (29% APR) and penalties until paid in full. In addition, CUSTOMER agrees to reimburse STRONGWELD for all banking fees, collection agency fees, expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by STRONGWELD in enforcing any of its rights hereunder and/or collecting any past due sums.

5. GOVERNING LAW AND VENUE: To the extent permitted by law, STRONGWELD and CUSTOMER agree that all actions or proceedings arising in connection with STRONGWELD's sale of goods or extension of credit to CUSTOMER shall be tried and litigated only in the Superior Court for the County of Los Angeles, or, at the sole option of STRONGWELD, in any other court in which STRONGWELD shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. STRONGWELD and CUSTOMER further agree that the aforementioned choice of venue is to be considered mandatory and not permissive in nature, thereby precluding the possibility of litigation in any jurisdiction other than that specified in this section or by STRONGWELD. STRONGWELD and CUSTOMER, to the extent they may legally do so, hereby waive any right each may have to assert the doctrine of forum non conveniens.

6. ACCEPTANCE OF TERMS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of STRONGWELD'S Terms and Conditions of Sale regardless if CUSTOMER has sent or not, a signed copy of this agreement. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of STRONGWELD to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of CUSTOMER.

7. CREDIT LIMIT: The credit limit of \$xxxxxx also shown at the beginning of this agreement is the maximum outstanding balance allowed to CUSTOMER. Therefore, CUSTOMERS agrees that when the total accumulated value of all unpaid invoices issued to the CUSTOMER whether overdue or not in accordance with clause 2 above, exceeds the sum of the Credit Limit or the equivalent amount in the invoiced currency, the CUSTOMER agree and guarantee jointly and severally to pay instantly ("Due Date") the amount exceeding the Credit Limit.

8. DISPUTED INVOICES: If the Customer disputes any invoice, in whole or in part, STRONGWELD must be notified in writing, including by e-mail, and no later than 7 (seven) days after Customer's receipt of the invoice after which time Customer shall not be entitled to dispute the invoice. Any part of an invoice not being disputed must be settled in accordance with the credit terms set out in this Agreement. A disputed part of an invoice is exempted from the standard payment terms until the dispute has been settled. Once the dispute is resolved, payment, as applicable, must be made in accordance with the original Due Date.

9. CREDIT SUSPENSION: Without prejudice to the generalities of the provisions mentioned in section 1, in the event of an invoice not being paid within the Credit Period or in the event of the Credit Limit being exceeded, STRONGWELD may choose to suspend the granting of credit under this Agreement in relation to the CUSTOMER without previous notice.

10. LIABILITY: STRONGWELD accepts limited liability for the products sold to customer. That liability corresponds only with PRODUCT LIABILITY for defects or manufacturing negligence, including discrepancies in chemical composition and mechanical properties as certified by STRONGWELD. STRONGWELD is not responsible for any liability arising of misuse of the products sold, inobservance of safety procedures or inadequate training of users.

CUSTOMER agrees that each and every sale by STRONGWELD to CUSTOMER is subject to STRONGWELD's Terms and Conditions of Sale. The undersigned has read and agrees that CUSTOMER is bound by STRONGWELD's Terms and Conditions of Sale which may be amended from time to time.

Authorized Signature _____ Print
Name/Title _____ Date _____



Continuing Personal Guaranty

In consideration of STRONGWELD's extending credit to CUSTOMER, the undersigned (hereinafter, "GUARANTOR") unconditionally and irrevocably guarantees and promises to pay to STRONGWELD, any and all indebtedness and perform all obligations of CUSTOMER to STRONGWELD. GUARANTOR waives notice of the following: (i) acceptance of this guaranty by STRONGWELD; (ii) creation of any debt or obligation on the party of CUSTOMER to STRONGWELD; (iii) default by CUSTOMER on any obligations owing to STRONGWELD; and (iv) presentment, protest and demand and/or notice of presentment, protest and demand. GUARANTOR agrees that STRONGWELD may, without affecting GUARANTOR's liability, compromise or release, and grant extensions of time of payment to CUSTOMER. GUARANTOR shall pay all attorney's fees and costs incurred by STRONGWELD in the enforcement of this guaranty. This guaranty shall continue in force until revoked by GUARANTOR in writing transmitted by certified mail return receipt requested to: STRONGWELD Credit Dept., 360 Grand Cypress Ave, Palmdale, CA 93551. Revocation shall be effective sixty days after receipt by STRONGWELD. Revocation shall not terminate or otherwise affect any obligations of GUARANTOR existing on or accrued prior to the effective date of revocation, and shall not affect any rights or obligations arising out of transactions having their inception prior to the effective date of revocation.

Signature _____ **Print Name** _____
S.S.N. _____ **Date** _____