



Confidential Dealer Credit Application

Terms of Sale

Applicant agrees that extension of credit by Seller shall be subject to and in consideration of the following terms and conditions:

1. Payment of all amounts due, as evidenced by the account, shall be made not later than the due date as indicated on each invoice under the heading "terms." Exceptions will be indicated on the invoice.
2. Amounts in default under terms as indicated in item one above will be subject to a late payment charge (2% per month), or such lesser amounts necessary to ensure that such charge does not exceed the maximum allowable by law in which sale is made. Late payment charge to bear from and after first day balance is in default. Applicant and Seller agree that the maximum allowable amount of said late payment charge constitutes a reasonable estimate by both of them as to Seller's anticipated damages in the event of default by Applicant. However, no such charge shall be imposed when doing so would violate applicable law.
3. Should it be necessary to assign the account balance to a licensed collection agency or attorney for legal action, all subsequent collection charges and legal fees shall be paid by the applicant.

4. Applicant hereby authorizes Seller, its successors and assigns, by its designated attorney, to waive the issuance of service if process and confess judgment against it for the entire unpaid balance of applicant's account, together with all costs applicable to such action. The applicant agrees that sales take place at Proform offices, 315 Railroad Ave., Riverton, WY upon shipment of merchandise ordered. The courts of the State of Wyoming shall have jurisdiction over disputes arising from such sales and the applicant hereby submits to the personal jurisdiction of said courts.
5. Applicant understands that seller will make their usual credit investigation and authorizes applicant's bank to release information as desired by Seller. Applicant further understands that the Seller will rely upon the information offered in this application in determining whether credit will be granted.
6. I, the undersigned, agree that all credit extended shall be deemed subject to the terms herein agreed to and that the information herein presented is true and correct and may be relied upon by the Seller and that placement of an order constitutes acceptance of these terms and conditions.

CREDIT INFORMATION:

Bank: _____
 Address: _____

 City: _____
 State: _____ Zip: _____
 Phone: _____
 Fax: _____
 Contact: _____
 Checking Account #: _____
 Estimated Credit Line Needed: _____
 Financial Statement Attached: _____
 If not attached, will it be forwarded on: _____
 Annual Sales: _____
 Date Established: _____
 If Corporation, List Officers: YES NO
 If Partnership, List Officers: YES NO
 Name: _____
 Name: _____
 Name: _____
 Name: _____
 Name: _____

TRADE REFERENCES: (List Three)

Name: _____
 Acct #: _____
 Address: _____

 City: _____
 State: _____ Zip: _____
 Phone: _____ Fax: _____

Name: _____
 Acct #: _____
 Address: _____

 City: _____
 State: _____ Zip: _____
 Phone: _____ Fax: _____

Name: _____
 Acct #: _____
 Address: _____

 City: _____
 State: _____ Zip: _____
 Phone: _____ Fax: _____

I agree to all terms and conditions stated on this application, Proform price list terms and conditions and allow the release of information from bank and trade references.

Signature of Owner or Officer:

Title: _____ Date: _____

