



Inc. Distributors of Industrial Fasteners

95 N 400 W • North Salt Lake, Utah 840548068 W Woodlark • Boise, Idaho 83709
(801) 936-1923 • Fax (801) 936-5475 (208) 362-7715 • Fax (208) 362-7717

CREDIT AGREEMENT

Company Name _____ Phone # _____ Fax # _____

Bill To: _____ Ship To: _____

Names and Titles of Officers and/or Principals: _____

Date Business Established _____ Division _____

(Check One) Corporation _____ Partnership _____ Proprietorship _____

Nature of Business _____

What would be your estimated annual purchases with THB? \$ _____ Amount of Desired Credit Line \$ _____

Trade References:

1. Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip Code _____

2. Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip Code _____

3. Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip Code _____

Bank References:

1. Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip Code _____

Branch _____ Account Manager _____ Account Number _____

The above information is provided for the purpose of extending credit to the company listed above (hereinafter "Buyer") on the following terms: Buyer agrees to pay for all purchases on or before the 30th day from the date of the invoice prepared by THB, Inc. (hereinafter "Seller") and mailed to Buyer at the address shown above, or other addresses as Buyer may direct Seller to remit such invoices or at Buyer's last know address. Any invoice not paid within Thirty (30) days from date of invoice shall be past due. If Buyer fails to make payment within sixty (60) days from the date of the invoice, Seller reserves the right to place Buyer's account with Seller on C.O.D. or Credit Hold. Past due invoices shall bear a 1 1/2% service charge per month (18% annum.). Buyer promises to pay all costs of collection on past due amounts, including, but not limited to attorney's fees, court costs, and other costs of collection. To the best of the undersigned's knowledge and belief, the information is accurate and may be relied upon in making Seller's credit decision. The Buyer authorizes its bank and suppliers to furnish Seller any information necessary to complete its evaluation of the Buyer's credit history. Not alteration of payment conditions will be accepted unless approved in writing by THB, Inc.

By _____
Name Title Date

| | | |
|---------------------------------|--------------------|-------------------|
| For Office Use Only: | Account # _____ | Approved By _____ |
| _____ Entered into computer | Credit Limit _____ | Date _____ |
| _____ Scanned Application | Salesman # _____ | |
| _____ Attached to Customer File | | |

PURCHASE AND GUARANTY AGREEMENT

I.

PURCHASE TERMS

Buyer agrees to buy goods and materials from THB, Inc. (hereinafter "Seller") agrees to sell materials to Buyer under the following terms and conditions:

1. Terms of Payment

- a. Buyer agrees to pay for all purchases on or before the 30th day from the date of invoice prepared by Seller and mailed to Buyer at the address shown below, or other addresses as Buyer may direct Seller to remit such invoices or at Buyer's last known address
- b. Any invoice not paid within (30) days from date of invoice shall be past due
- c. Buyer fails to make payment within sixty (60) from the date of the invoice, Seller reserves the right to place Buyer's account with Seller on C.O.D. or Credit Hold
- d. All Payments are due and payable at the Office of seller at 95 North 400 West, North Salt Lake, Utah 84054-2722
- e. Buyer promises to pay all costs of collection on past due amounts, including, but not limited to attorney's fees, court costs, and other costs of collection

- 1. Buyer agrees that Seller may at any time require such further security for its account from Buyer as Seller may deem appropriate, including security interest in goods sold by Seller to Buyer or such other personal or real property as Seller may require
- 2. Buyer agrees that title to all merchandise listed on invoices remains with Seller until fully paid for

I.

GUARANTY

- 1. The undersigned Buyer and Guarantors, jointly and severally guaranty Seller, its successors and assigns, the prompt performance of any covenant and condition to be paid or performed by Buyer under any such account or agreement with Seller
- 2. It is hereby agreed that this Guaranty is an absolute, unconditional, and continuing guaranty. Buyer and Guarantors agree that Seller may, without notice, assign all of its interest in and to this Agreement that such assignment will have no effect upon the continuing obligation of purchase and guaranty of Buyer and Guarantors. Seller shall not be required to proceed against Buyer before proceeding against Guarantors.
- 3. Buyer and Guarantors agree that their liability shall not be contingent upon the liability of any other person hereunder, and the release or cancellation of obligation of any other obligor hereunder shall not release or otherwise affect the continuing liability of any remaining obligor hereunder. Buyer and Guarantors hereby waive notice of acceptance of this Agreement, notice of demand of payment of default, notice of non-payment and all other notices to which they may otherwise be entitled. Buyer and Guarantors agree that no alteration or change in collateral shall affect guaranty liability hereunder.
- 4. Buyer and Guarantors further agree to be liable for all costs and expenses, including attorneys' fees, incurred in the enforcement of this Guaranty or the collection of such indebtedness. This agreement shall bind the respective heirs, personal representatives, successors and assigns of the Buyer and Guarantors.

I.

JURISDICTION

This Purchase and Guaranty Agreement is made in Davis County, Sate of Utah, pursuant to the laws thereof, and any dispute arising hereunder shall be interpreted in accordance with such laws. Buyer and Guarantors hereby submits themselves to the jurisdiction of the Second Judicial Court in and for Davis County, State of Utah, for the resolution, interpretation, or enforcement of any provision herein.

DATED this _____ day of _____, 20_____

GUARANTORS:

By _____
Personal Guarantor

By _____
Personal Guarantor

By _____
Personal Guarantor

BUYER:

Company Name

Signature of Authorized Company Official

Printed Name of Authorized Company Official