

MISSION RUBBER COMPANY LLC

P. O. BOX 1839, CORONA, CA. 92878-1839 (951) 736-1881 FAX (951) 736-0450

CREDIT APPLICATION AND TERMS OF SALE

(all blanks must be completed for open account consideration)

MISSION RUBBER SALESMAN _____

FIRM NAME _____ DBA _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____ - _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____ - _____

PHONE (____) _____ FAX (____) _____

DATE ESTABLISHED _____ RESALE # _____ FTID# _____

BUSINESS BUILDING IS: RENTED _____ OWNED _____

BUSINESS TYPE: CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETOR _____ OTHER _____

** ESTIMATED MONTHLY PURCHASES \$ _____

OFFICERS/PRINCIPALS/OWNERS

NAME _____ TITLE _____ RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE# _____

TRADE REFERENCES - Please list 3 or 4 trade references complete with phone & fax numbers

NAME _____ CITY / STATE _____ PHONE # _____ FAX# _____ (NO 800#'S)

The undersigned hereby applies to Mission Rubber products for credit. The undersigned hereby agrees to be subject to the terms stated herein for all purchases and for credit should Mission Rubber (seller) supply products to the undersigned. The undersigned agrees and consents to investigation by Mission Rubber into the undersigned's credit for the purpose of credit extension by Mission Rubber. If applicant is a corporation, the undersigned personally guarantees payment to Mission Rubber for purchases made on behalf of said corporation.

TERMS OF CREDIT

If credit is extended, the undersigned understands, agrees and consents that Mission Rubber credit terms are payment in full for the amount due on or before the tenth of the month following purchase, ie: NET 10th, prox. Mission Rubber shall have the right to charge a 1.5% late charge on any unpaid balances not paid according to terms of net 10th, prox., which is the highest rate allowed by the State of California law. Should suit be instituted by Mission Rubber, or its assignees, the undersigned agrees to pay reasonable attorney and or collection fees as set by the court.

By signature here, the undersigned buyer indicates having read, understood and consented to all terms, front and back of this application, for purchase contract and credit with Mission Rubber.

DATED _____ OWNER/OFFICER: _____
printed name

BY: _____ Title: _____
signature

DISCLAIMER OF EXPRESS WARRANTIES

There are no warranties which extend beyond the specification and description stated on the order or on the label or in the directions included (if any) with the shipment of the product. No agent, employee or representative of seller has any authority to bind seller to any affirmation, representation or warranty concerning the goods sold under this contract, and no such affirmation, representation or warranty shall be enforceable by the undersigned or by anyone claiming through the undersigned buyer.

DISCLAIMER OF IMPLIED WARRANTIES

There are no warranties that extend beyond the specifications and description stated on the order or directions included (if any) with the shipment. It is specifically agreed that the goods sold under this contract are sold without any warranty of merchantability. It is also specifically agreed that seller makes no warranties that the goods sold under this contract are fit for any particular purpose or any other implied warranty whatsoever.

REMEDIES IN THE EVENT OF CLAIM

In the event of any claim in any manner relating to the nature of the product purchased, the undersigned buyer must submit to seller within ten days of purchase a written statement of the claim. In the event of any such claim, the undersigned buyer's sole and exclusive remedy shall be repair or replacement of the defective part or product (to be delivered at the place and in the manner originally ordered), or at the option of the seller, return of the purchase price. The parties agree that such replacement or refund shall be in lieu of all other remedies at law or in equity, including but not limited to the right of indemnity.

EXCLUSION OF CONSEQUENTIAL DAMAGES

Without in any manner limiting any other term of this agreement, the parties agree that in all events seller shall not be liable for damages for injuries to persons or property or other incidental or consequential damages under any tort, negligence, strict liability, contract, or other legal or equitable theory, including indemnity. Seller shall have no liability for undersigned buyer's cost of effecting cover, or for the loss of profit, revenue, or property arising out of the delivery, installation or use of seller's product, even if seller shall have been advised of the possibility of such potential loss or damage. Seller shall not be liable for any delays or defaults in making delivery, including but not limited to action of any governmental authority, shortage of labor, raw materials, production facilities or transportation, labor difficulties, fires, floods or accidents.

INDEMNITY

Undersigned buyer shall indemnify and hold harmless the seller, its officers, agents and employees from and against any and all liabilities, damages and losses, including costs and expenses associated therewith, for death of or injury to any persons whomsoever and for the loss of damages to, or destruction of any property whatsoever, caused by, arisen out of or in any way connected with the delivery, installation or use of the product purchased under this agreement from seller.

PARTIAL DELIVERIES

Each shipment under this or any other order is a separate contract and failure of seller to deliver any shipment, or any part of any shipment, or the nonconformity of any shipment, or part of any shipment, does not relieve the undersigned buyer of the obligation to accept and pay for the balance of the goods. In the event of any failure of tender by seller, seller reserves the right to promptly correct the tender upon written notification by buyer of the defect in tender.

RETURNED MERCHANDISE

Any material returned for credit is subject to verification by seller, and a restock charge at the discretion of seller.

LIMITATIONS OF TERMS

The agreement of the parties relating to any order for purchase is expressly limited to the terms herein; and any additional or different terms suggested by the buyer are hereby rejected, unless expressly assented to in writing by the seller.

ENTIRE CONTRACT

No employee, agent, or sales person, other than an authorized officer of the seller has the authority to waive or vary any term of this agreement for any order or to take oral order or make any sales or other terms or create any express or implied warranties of merchantability, fitness for purpose or of title. The undersigned hereby expressly agrees that any order for purchase from seller shall incorporate the terms and conditions herein.

JURISDICTION

This agreement shall be deemed to have been made in the State of California, County of Riverside, and shall be interpreted and the rights and liabilities of the parties be determined, in accordance with the laws of the State of California. The undersigned further warrants, that should suit be required to effect payment, the venue for court action will be Riverside County regardless of where the product was ordered from or delivered to.