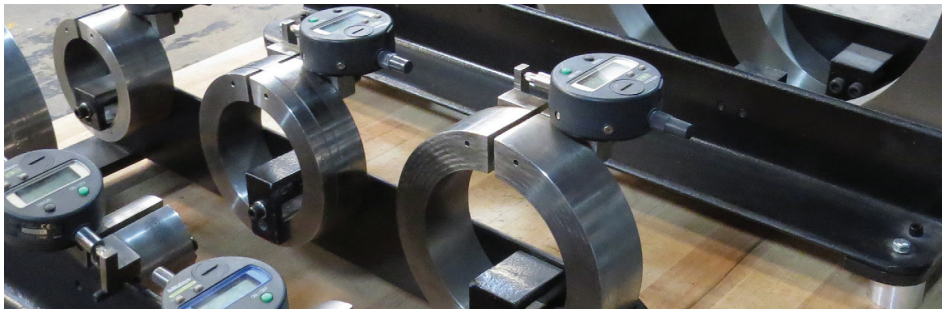
MISSION®
RUBBER COMPANY LLC
connected, for good™



CREDIT APPLICATION

Mission Rubber Company LLC

CREDIT AGREEMENT

TERMS OF SALE

APPLICANT

Applicant Name _____ Title _____

Physical Location _____ City _____ State _____ Zip _____

(If different than Mailing Address)

Mailing Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____

(Area Code) *(Area Code)*

FTID# _____ ☐ CORPORATION ☐ PARTNERSHIP ☐ LLC ☐ SOLE OWNERSHIP

RESALE License # _____ *(Please provide a copy of certificate)*

OWNERS, OFFICERS OR PRINCIPALS

1

Name _____ Title _____ SOC. SEC/TAX I.D. # _____

Home Address _____ Home Phone # _____

City _____ State _____ Zip _____

2

Name _____ Title _____ SOC. SEC/TAX I.D. # _____

Home Address _____ Home Phone # _____

City _____ State _____ Zip _____

3

Name _____ Title _____ SOC. SEC/TAX I.D. # _____

Home Address _____ Home Phone # _____

City _____ State _____ Zip _____

ESTABLISHED CREDIT

Name four firms with whom you have established credit.

1

Name

Address Phone #

City State Zip

2

Name

Address Phone #

City State Zip

3

Name

Address Phone #

City State Zip

4

Name

Address Phone #

City State Zip

BANK REFERENCES

Bank *Types of Accounts* ☐ Savings ☐ Checking ☐ Loan

Branch Account #

Address City State Zip

Phone # ( ) Manager/Responsible Party

How Long In Business?	Have you ever filed bankruptcy? ☐ Yes ☐ No
Type of Business	If yes, when?
Estimated Monthly Purchases	Where?
NOTE: If product is for resale, please provide a current resale certificate or be subject to taxation.	

CREDIT AGREEMENT

This Application for Credit and Credit Agreement, including the General Terms and Conditions of Sale on the next page, hereafter collectively referred to as the "Agreement", sets forth the terms and conditions of the granting of credit to the named Applicant (Buyer) and shall govern all sales of goods by MISSION RUBBER COMPANY LLC, (referred to as Seller) to Applicant (hereafter referred to as Buyer). This Agreement also sets forth the terms and conditions of the guaranty between Guarantor(s) and Seller. If credit is extended by Seller, Buyer and Guarantor(s) hereby covenant and agree with Seller as follows:

Buyer agrees to pay Seller for all goods Seller provides to Buyer. All bills are due and payable on the 30th day following the date of purchase. Date of purchase is the date Buyer's order is submitted to Seller. A 11/2% per month, 18% per annum or the maximum permitted by law, interest will be added to all amounts that remain unpaid as of the date due. In the event of default in payment, or any default under this agreement, Seller may, at its sole and absolute discretion, refuse to release any further goods until the account or accounts are brought current or the default cured, regardless of whether goods had been previously ordered under any purchase order or contract. All orders and deliveries are subject to Seller's approval at the time of shipment. All sales may be conditioned, at the discretion of the Seller, on Buyer continuing to meet credit terms and policies of Seller. Buyer understands that no representative or employee of Seller, other than Seller's corporate officers or credit manager, has any authority to enter any agreement with Buyer that is different or contrary to the terms herein. No inaction by Seller shall be deemed a waiver of Buyer's obligation to perform any covenant or agreement contained herein. Continuation of the account is discretionary with Seller which discretion may be entirely arbitrary in its exercise.

Buyer agrees and consents that Seller may send out any necessary notices required to secure rights and provide and disclose invoices and charges to Buyer's account to obtain payment from any third party.

Buyer and Guarantor(s) certify and warrant to Seller that the information provided in the Agreement is true and correct and authorizes Seller from time to time to (1) verify information supplied by the Buyer and Guarantor(s), (2) obtain credit reports and conduct credit investigation, including obtaining bank and financial institution credit information, (3) reinvestigate credit at its sole discretion and (4) to act as a credit reference for Buyer and Guarantor(s) by responding to inquires from other creditors or potential creditors regarding transactions or experiences with Buyer and Guarantor(s).

In consideration of the credit to be extended to Buyer, each of the Guarantor(s), jointly and severally, unconditionally guarantee to Seller the performance of all terms and conditions of the Agreement, including all obligations and the payment of all indebtedness now due or which may become due by Buyer and shall pay Seller on demand any sum for which should Buyer fail to pay same. This is a continuing, unconditional indemnity and guaranty by Guarantor(s) for the benefit of Seller and its assigns. This guaranty is reasonably expected to benefit the Guarantor(s) either directly or indirectly. In the event Buyer fails to pay Seller, Buyer and Guarantor(s) promise to pay legal fees, costs and expenses of Seller to collect all or any portion of the amounts due including, but not limited to, court costs, attorney's fees incurred whether for consultation, collection efforts that do or do not include litigation, or all of the foregoing.

This agreement is entered into and to be performed by Buyer and Guarantor(s) in the County of Riverside, State of California. All payments by Buyer and Guarantor(s) are to be delivered to Sellers address. Buyer and Guarantor(s) agree to give written notice of any change in the principals, name or legal identity of Buyer 15 days prior to such change. If at any time in the opinion of the Seller, financial responsibility of the Buyer becomes impaired or unsatisfactory, Seller reserves the right to require payment in advance or other security for any future sales and payment for all goods sold to date becomes immediately due and payable.

Seller may at any time change the credit terms of this Agreement effective on mailing, emailing or faxing a notice of the change to Buyer. Guarantor(s) waive any right to notice of any modification, supplement, extension, accord and satisfaction, amendment, termination or alteration of this Agreement, and further waives any right to notice or demand upon default by Buyer, including presentation for payment, and further waives any notice to any renewal, compromise or change in the time for payment by Buyer or the terms of any obligation by Buyer to Seller, and that Seller may do any of the foregoing upon any such terms and at such times as Seller, in its discretion, deems advisable, without impairing, affecting, reducing or releasing any of the terms of the guaranty. Buyer and Guarantor(s) waive any claims against Seller for any decision made by Seller.

This Agreement may be executed by any party in counterparts, irrespective of the date of its execution and delivery, and that a photocopy, or fax signature shall be effective, valid and enforceable as if it was an original signature.

Neither Buyer nor Guarantor(s) shall be entitled to set-off or deduction against sums due Seller.

NOTE: Both Buyer and Guarantor(s) give their unconditional consent to have their non-business, personal consumer credit report and history search obtained and used by Seller in connection with this application for credit.

Buyer (Applicant)

Signature of Authorized Agent of Applicant: **Date**

Must be owner, officer, or partner

Print Name of Person Signing **Title**

Guarantor Signature **Date**

Individual Signature - No Title

Print Name of Person Signing Guaranty

Guarantor Signature **Date**

Individual Signature - No Title

Print Name of Person Signing Guaranty

GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions shall govern all sales of goods by MISSION RUBBER COMPANY LLC ("Seller") unless there is a separately signed agreement to the contrary signed by Buyer and an authorized representative of Seller. Buyer agrees to be bound to these General Terms and Conditions and the Credit Agreement in all sales made by Seller. The terms goods, materials and products are used interchangeably.

ACCEPTANCE OF TERMS AND CONDITIONS: All transactions between Buyer and Seller are governed by the following Terms and Conditions of Sale notwithstanding any provisions submitted by Buyer. Acceptance of orders from Buyer is expressly conditioned on Buyer's assent to Seller's Terms and Conditions. Seller specifically rejects any different or additional terms and conditions and neither Seller's performance nor receipt of payment shall constitute any acceptance of them.
ORDERING: Any order placed by Buyer is subject to acceptance by Seller and may be refused for any reasons, including credit concerns, restricted product, unusual volumes, or shipping addresses. Once accepted Seller may make partial shipments if some items are on backorder.

PRICE CHANGES: Price, delivery terms, terms of payment, and minimum shipment are subject to change without notice.

CANCELLATION: At any time prior to shipment Seller may alter or suspend credit, refuse shipment, or cancel unfilled orders whenever in Seller's opinion the financial condition of the Buyer, or the status of Buyer's account, warrants it, or if the Buyer delays delivery. Buyer may cancel his order at any time upon payment in full of all expenses incurred by Seller.

SALES OR USE TAX: Buyer shall pay any applicable national, state or local sales or use taxes upon, or measured by, the production, sale, transportation, delivery or use of goods sold.

DELIVERY AND INSPECTION: At time of delivery Buyer assumes all risk of damage and loss resulting from any cause whatsoever. Buyer agrees to inspect and evaluate all goods and all deliveries sold by Seller upon delivery and receipt by Buyer or Buyer's agent. Buyer is solely responsible for, and shall determine suitability of, products delivered for their use. Seller must be notified in writing within ten (10) days after receipt of any shipment of Seller's products in case any such goods are claimed to be defective or short delivered in any respect. Failure to notify Seller shall constitute a waiver of all claims with respect to the goods and the order placed by Buyer with Seller. In any event, use of the goods shall be deemed to be a complete and unqualified acceptance of them by the Buyer.

RETURN OF GOODS: When responsibility for the return lies with the Buyer, e.g. ordered in error, excess stock, discontinuance of product use, change in product specifications, etc. and unrelated to any Seller performance, and the return is authorized by Seller, credit will be issued after receipt and approval of the quality of the goods, less a restocking charge of 25% or at Seller's discretion. Should Buyer be in default in payment of any accounts with Seller, Seller is entitled, at its option, to apply Buyer's credit or refund to reduce the balance of those accounts. Products returned requiring reconditioning expense will be assessed to the Buyer's account. Buyer must return product within six (6) months of delivery. Where responsibility for the return is determined to be with Seller, e.g. product did not meet specifications, wrong goods shipped, etc.; Buyer's sole and exclusive remedy shall be repair or replacement of the part or product or, at the discretion of the Seller, credit will be issued upon receipt, inspection and approval for credit by Seller. Buyer agrees that 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. Returned goods shall be protected from damage while in Buyer's possession. Except for will call sales, transportation in both directions is at Buyer's expense. Under all circumstances return may be made only with Seller's approval and immediately after Seller's authorization.

LIMITED WARRANTY: Seller warrants to the original Buyer that its products shall be free from defects in material and workmanship for a period of one (1) year and will replace defective product returned to it within that time period.

THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS CONCERNING THE PRODUCTS (WHETHER IMPLIED BY STATUTE OR OTHERWISE) AND SPECIFICALLY EXCLUDES SUCH WARRANTIES AND REPRESENTATIONS TO THE FULLEST EXTENT PERMITTED BY LAW. SELLER SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD HEREUNDER. SELLER'S LIABILITY SHALL BE LIMITED TO THE REMEDIES, AND SHALL NOT EXCEED THE AMOUNTS, STATED IN THESE GENERAL TERMS AND CONDITIONS OF SALE.

LIMITATION OF LIABILITY AND DAMAGES: Buyer assumes all risk and liability whatsoever resulting from the use of Seller's goods. Seller's liability for products Buyer claims and proves are defective or nonconforming shall in no event exceed the purchase price for the product against which claim is made. Seller shall not be liable for any defects that may be caused either by faulty materials used in the aggregate with Seller's product and which are manufactured by others or by faulty construction, installation or use on the part of the Buyer or others. Under no circumstances shall Seller be responsible for Buyer's removal or installation costs. All claims for breach of warranty or any claim relating to the product must be presented to Seller in writing within one (1) year after delivery to Buyer. Failure of Buyer to give such notice shall be deemed

to be a waiver by Buyer of all claims with respect to the subject products. Seller and Buyer agree that Seller shall not in any event be liable for any liquidated damages, penalties, consequential, contingent, special or incidental damages whatsoever, resulting from the purchase, delivery, receipt, installation or use of Seller's products, even if Seller shall have been advised of the possibility of such potential loss or damage, including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, Buyer's cost of cover, failure to realize anticipated savings, loss of Buyer's property or any liability damage or loss occasioned by such product including injuries to persons or property under any tort, negligence, strict liability, contract, or other legal or equitable theory, including indemnity. Under no circumstances shall Buyer be entitled to a claim for damages of any kind for loss, damage or leakage after delivery is made in good condition. Under no circumstances shall Seller be liable for any delays in the performance of this Agreement or any order submitted by Buyer or Buyer's agent, in whole or in part, from any cause, including but not limited to fire, earthquake, flood, rainstorm, strike lockouts, or other differences with workmen or employees, accidents, war, riots, embargoes, delays, losses, or damages in transportation, shortages of train cars or transportation carriers, fuel, labor or materials, delays of other companies or contractors, or similar contingencies. Seller reserves the right to refuse to make delivery in any instance where Seller believes delivery unsafe or impracticable by reason of any strike, lockout boycott or picketing or other labor disputes whether existing or threatened. No payment to Seller shall be withheld by Buyer pending adjustment of liability for the amount of any claim.

INDEMNITY: To the fullest extent permitted by law, Buyer agrees to defend, indemnify and hold harmless the Seller from and against any claim or liability, including all losses, damages and/or expenses, claims, suits, judgments, including costs and fees of legal counsel and all other costs of defending any action, attributable to bodily injury, sickness, disease, or to damage to or destruction of property (including loss of use thereof) caused by, arising out of, or in any way connected with the delivery, installation, or use of the product purchased from Seller, including the possession, use or resale of the products, or where the Seller may incur as a result of any act or failure to act by the Buyer, its officers, agents or employees, successors or assignees, its customers or all other third parties, whether direct or indirect, whether or not caused in part by the active or passive negligence or other fault of Seller, provided, however, Buyer's duty hereunder shall not arise if the cause is Seller's sole negligence as determined by a court of law.

FORCE MAJEURE: All orders taken are subject to force majeure and are contingent upon strikes, accidents, Acts of God, weather conditions, inability to secure labor, fire regulations or other restrictions imposed by any government or governmental agency, or other delays beyond Seller's control. In the event such acts occur, Seller shall be released of all obligations but may reaffirm any contracts if such restrictions are removed within thirty (30) days.

PLACE OF PERFORMANCE: The place of performance of this agreement by Buyer shall be in the State of California, County of Riverside.

PLACE OF DELIVERY: Delivery shall be F.O.B. origin. Buyer agrees to pay storage fees to Seller if Seller stores materials after ready for delivery.

PLACE OF PAYMENT: All payments should be made to Seller at its office in Riverside County, California or such other designated address as Seller may direct.

FORUM and APPLICABLE LAW: The place of this Agreement, its status or forum, is at all times in County of Riverside, State of California where all matters, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this agreement shall be determined and where any and all suits for any and every cause of action shall be instituted. This Agreement, and all subsequent modifications, shall be construed and enforced according to the laws of the State of California.

LIMITATION OF ACTIONS: No action against Seller arising out of any transaction may be commenced by Buyer more than one (1) year after the cause of action has accrued.

SEVERABILITY: Should any part, term, or provision of this Agreement be determined to be void, voidable or invalid, in any jurisdiction, the validity of the remaining portions of provisions shall not be affected thereby.

ASSIGNMENT: No transaction by Buyer, or any part therein, nor any claim arising hereunder shall be transferred or assigned by Buyer without the prior written consent of Seller.

OTHER AGREEMENTS OR MODIFICATIONS: All other orders, requests, offers, agreements or contracts between the parties hereto shall be subject to the provisions of this Agreement unless expressly stated otherwise, in writing, by direct reference to this Agreement.

TYPOGRAPHICAL ERRORS: Seller shall not be responsible or liable to Buyer for typographic errors. In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing. Seller shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.