



CONFIDENTIAL CREDIT APPLICATION

4935 IRIS STREET
WHEAT RIDGE, CO 80033
303-431-0875
FAX 303-431-9873

OFFICE USE ONLY	
LMT _____	Acct # _____
TMS _____	Rep # _____
TERMS REQUESTED	
<input type="checkbox"/> Net 30 Days	
<input type="checkbox"/> C.O.D.	
<input type="checkbox"/> Visa / MasterCard	
# _____	

Business Name (D/B/A) _____ Fax _____
 Billing Address _____ City _____ ST. _____ Phone _____ Zip _____
 Shipping Address _____ City _____ ST. _____ Phone _____ Zip _____
 Head Bookkeepers Name _____ Fax _____
 Dept. Manager's Name _____ Phone _____
 State Sales Tax or Exemption Number _____ (Denver no.) _____
 Owner or Principal's Name _____ Home Phone _____
 Home Address _____ City _____ ST. _____ Zip _____
 Is Business: Corporation _____ Proprietorship _____ Partnership _____
 If Corporation: Name _____
 Type of Shop: City _____ Area _____ General Sptg. _____ Specialty _____ Other _____
 How Long in Business _____ At this location _____
 If Less than Two Years, List Previous Experience _____

Name and Complete Address of Bank for Credit Reference:
 Name _____ Contact _____ Fax _____
 Address _____ City _____ ST. _____ Zip _____

Major Suppliers: Name and Complete Address - (Accessories or Clothing Suppliers only)

1) Name _____ Fax _____
 Address _____ City _____ ST _____ Phone _____ Zip _____
 Acct # _____ Contact _____

2) Name _____ Fax _____
 Address _____ City _____ ST _____ Phone _____ Zip _____
 Acct # _____ Contact _____

3) Name _____ Fax _____
 Address _____ City _____ ST _____ Phone _____ Zip _____
 Acct # _____ Contact _____

Are any Attorneys or Collection Agencies Holding Claims Against You? _____
 Details _____
 Information Beneficial in Helping Establish Your Credit Line _____

Please furnish us with your most current financial statement.
 I/We do hereby certify and warrant all the above information and financial conditions shown on this application to be true and complete.
 I/We also acknowledge review and acceptance of terms and conditions as stated on reverse side of this form and in catalog.

DATE _____ SIGNATURE _____

Applicant

All information will be kept strictly confidential. Failure to furnish complete Names and Addresses may delay this application.

(SEE REVERSE SIDE)

Standard Terms And Conditions Of Sale

The Retailer on whose behalf this Credit Agreement/Dealer Application has been submitted (sometimes referred to herein as the Retailer or the Buyer) acknowledges notice of accepts and agrees to the following Standard Terms and Conditions of Sale.

- 1. PRICES.** Prices are F.O.B Sports Accessories / America warehouse and do not include shipping costs or any applicable sales taxes or other levies or fees, all of which are to be paid by Buyer.
- 2. ORDERS.** Orders may not be cancelled or modified after Sports Accessories / America has sent an Order Acknowledgment or made shipment if Sports Accessories / America in its discretion, accepts a cancellation or modification thereafter, the Buyer will be responsible for a reasonable late cancellation fee.
- 3. ACCEPTANCE OF GOODS, RETURNS.** Buyer shall accept all goods so long as they conform to the order. Buyer shall notify Sports Accessories / America in writing immediately upon receipt of any nonconforming goods. No returns shall be permitted without a properly-executed Return Authorization form. Adjustments or credits, if any, will be made only following inspection and evaluation by Sports Accessories / America at its warehouse.
- 4. PAYMENTS.** All payments received by Sports Accessories / America from Buyer will be first applied to any unpaid interest charges and then chronologically applied to the oldest invoice. As soon as one invoice becomes past due, all invoices immediately become due. Any invoice not paid when due shall have added to the unpaid balance thereof, on a monthly basis interest at one and one half percent per month (1 1/2%) or such other rate, as specified on Sports Accessories / America monthly statement of account. In addition, all otherwise available cash discounts will be forfeited as to any invoice not paid when due, by acceleration or otherwise. If for any reason interest in excess of the highest legal contract shall be paid, any such excess shall constitute and be treated as a payment on the principle and shall operate to reduce such principal by the excess amount paid. Buyer agrees to pay all reasonable costs of collection, including attorney's costs, incurred by Sports Accessories / America for the collection of any amounts due under this contract. Buyer agrees not to make any deductions of any kind from any payments becoming due Sports Accessories / America unless Buyer shall have received an official credit memorandum from Sports Accessories / America authorizing such deduction.
- 5. RISK OF LOSS.** Risk of loss or damage to any goods in transit, without regard to the person designated as consignee, shall fall upon Buyer, whose responsibility it shall be to file claims with the carrier. Sports Accessories / America shall exercise its own discretion in selecting the method of shipment and the carrier.
- 6. DELIVERY DELAYS.** Delay in delivery in excess of 15 days beyond the estimated delivery date or any delay or non-delivery in whole or in part as a result of events, conditions or circumstances rendering delivery commercially impractical, or which are beyond Sports Accessories / America control, including without limitation, acts or omissions of Buyer, force majeure, fire, flood, epidemics, not civil commotion, act of God, strike, lock out or other labor distraction, act of war, act of any government, act of any military authority or force, delays in transportation or shortages or any other contingency not contemplated shall not result in any liability of Sports Accessories / America, and Buyer hereby waives any rights to damages arising from such delay or non-delivery **SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES**, including but not limited to loss of profits or revenue, loss of use of the goods or any proceeds, services or other items to be furnished to Buyer hereunder, cost of capital, cost of substitute goods, or any claims of Buyer's customers for any such damages. Acceptance of the goods by Buyer's shall constitute a waiver of all claims for loss or damage due to delay resulting from any cause.
- 7. DEBIT MEMOS.** Under no circumstances may Buyer deduct or apply debit memos to offset current account balances on this or any other purchase, Sports Accessories / America will issue credit invoices for all authorized material warranties on returns.
- 8. DISCLAIMER OF WARRANTY.** SPORTS ACCESSORIES / AMERICA MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THEIR DESIGN, CONDITION OR THE QUALITY OF THEIR MATERIALS AND WORKMANSHIP. TO THE PURCHASER OF THE GOODS PURCHASED HEREBY OR ANY OTHER PERSON WHATSOEVER EXCEPT TO THE EXTENT, IF AT ALL, SPECIFICALLY CONTAINED IN THE CURRENT SPORTS ACCESSORIES / AMERICA TECHNICAL MANUAL IN NO EVENT SHALL SPORTS ACCESSORIES / AMERICA BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY OR FOR INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR WHICH LIABILITY MAY BE DISCLAIMED UNDER STATE LAW.
- 9. PRODUCT MODIFICATION.** Sports Accessories / America has reserved the right to make such changes or modifications in any goods delivered hereunder as it deems necessary, including changes or modifications which may have resulted in changes to any specifications referred to in any technical manual or in any other place.
- 10. SECURITY INTEREST.** Sports Accessories / America hereby retains, and Buyer hereby grants to Sports Accessories / America a purchase money security interest in all goods purchased hereunder, together with all additions or accretions therefor and all accounts, contract rights, documents, instruments, general intangibles and chattel paper of Buyer now existing or hereafter arising out of or with respect to such goods, and all proceeds of the foregoing, which shall continue until Buyer shall have paid all amounts due to Sports Accessories / America under this and all other purchase contracts. Buyer agrees to execute such financing statements and other documents as may be required to give Sports Accessories / America a perfected security interest in such goods prior to the interest of all other persons or entities. Buyer agrees to keep all the goods subject to such a security interest fully insured against damage due to fire, theft, accident and the elements under a policy in form satisfactory to Sports Accessories / America which names, Sports Accessories / America as loss payee. Buyer also agrees to pay before delinquency all taxes and other charges assessed against the goods purchased hereunder and to keep said goods free from all liens and security interest other than that created hereby, except with Sports Accessories / America's written consent. Sports Accessories / America reserves all rights and remedies available to it under the Uniform Commercial Code.
- 11. SOLVENCY.** Buyer represents that it is now solvent and able to pay for the products being purchased hereunder. If Buyer becomes insolvent within the meaning of the Colorado Uniform Commercial Code, or is the subject to a voluntary or involuntary petition in bankruptcy under the Federal Bankruptcy Act or comparable state law or if a receiver, trustee or assignee is appointed for Buyer. Sports Accessories / America shall be entitled to the rights and remedies available on default.
- 12. DEFAULT.** If Buyer breaches any term or condition of sale contained in any purchase contract then outstanding Sports Accessories / America may, in addition to exercising any other right it has hereunder or under state law accelerate all sums due to Sports Accessories / America under the terms of all purchase contracts then outstanding and/or terminate all purchase contracts and discontinue performance hereunder and thereunder in which case Buyer shall be liable to Sports Accessories / America for the full contract price of all contracts so terminated together with any charges or expenses incidental to such termination, loss (a) the ready fair value to of the work and material appropriated to such contract and (b) any costs from which Sports Accessories / America shall be relieved by reason of such termination.
- 13. WAIVER.** Waiver by Sports Accessories / America of a breach by Buyer of any term or condition of sale contained herein shall not be deemed a waiver of future compliance therewith and such terms as well as other terms covenants hereof, shall remain in full force and effect.
- 14. LIMITATION OF ACTION.** Any action by Buyer against Sports Accessories / America for any breach of this contract must be commenced not later than one (1) year following the date hereof.
- 15. NOTICES.** All notices required or permitted hereunder shall be in writing, sent by certified U.S. Mail, postage prepaid, return receipt required, and addressed to Sports Accessories / America at 4935 Iris St., Wheatridge, CO 80033 or to Buyer at the address appearing on the face of this document or to such other address as either party may from time to time advise in writing. All notices shall specify their subject matter with reasonable particularity. If Buyer is required to give Sports Accessories / America notice within a reasonable or reasonable time period, either under the terms hereof or by law, such notice shall be given no later than five (5) days following the occurrence requiring the giving of such notice.
- 16. OBJECTIONS.** Any additional or different terms or conditions which may appear in any communications from Buyer are hereby objected to and shall not be effected or binding unless specifically recognized and assented to in writing by Sports Accessories / America President, Vice President or authorized official and no such additional or different items or conditions in any printed form of Buyer shall become part of this contract despite acceptance of the contract unless such acceptance specifically recognized and assents to their inclusion in the event Buyer objects to any of the terms stated herein, Buyer shall advise Sports Accessories / America in writing of the particular objection within ten (10) days of the date hereof. In case of any conflict between the terms and conditions herein and the terms and conditions of any order confirmation not on Sports Accessories / America form given by Buyer, the terms and conditions herein shall prevail and shall be conclusively binding upon both Buyer and Sports Accessories / America, and Buyer hereby assents to any terms or conditions contracted herein that are additional to or at variance with any terms or conditions contained in or accompanying any order by the Buyer or any order confirmation.
- 17. DISPUTES AND GOVERNING LAW.** ALL QUESTIONS OR CONTROVERSIES ARISING OUT OF OR IN ANY WAY RELATING TO THIS CREDIT AGREEMENT/DEALER APPLICATION OR ANY OTHER ASPECT OF THE COMMERCIAL RELATIONSHIPS BETWEEN SPORTS ACCESSORIES / AMERICA AND THE BUYER SHALL BE SUBMITTED TO THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OR IN THE EVENT THAT DISTRICT COURT IS WITHOUT SUBJECT MATTER JURISDICTION, TO THE COURTS OF THE STATE OF COLORADO HAVING SUBJECTS MATTER JURISDICTION, AND THE PARTIES SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION OF SUCH DISTRICT COURT OR COLORADO STATE COURT, AS THE CASE MAY BE, AND ANY SERVICE OF A SUMMONS PROCESS OR OTHER PAPER IN CONNECTION WITH SUCH PROCEEDING MAY BE MADE BY GIVING NOTICE AS PROVIDED IN PARAGRAPH 15, ABOVE. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS INTENDED TO PRECLUDE OR IN ANY WAY PROHIBIT SPORTS ACCESSORIES / AMERICA FROM INSTITUTING AND OTHERWISE PROSECUTING TO JUDGMENT A LAWSUIT IN ANY COURT OF COMPETENT JURISDICTION TO EFFECT THE COLLECTION OF ANY SUMS DUE IT OR TO ENFORCE ANY RIGHT OR REMEDY ARISING HEREUNDER OR OTHERWISE IN THE EVENT SPORTS ACCESSORIES / AMERICA IS THE SUCCESSFUL PARTY ON ANY CLAIM BY IT, COUNTERCLAIM BY IT, OR DEFENSE BY IT IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT WITH RESPECT TO THE BUYER, THE BUYER AGREES TO PAY, IN ADDITION TO ALL OTHER SUMS WHICH MAY BE DUE SPORTS ACCESSORIES / AMERICA REASONABLE ATTORNEYS FEES, COSTS AND DISBURSEMENTS ATTRIBUTABLE TO SUCH CLAIM, COUNTERCLAIM OR DEFENSE, BOTH AT THE TRIAL AND ANY APPELLATE LEVEL. ALL RIGHTS AND DUTIES OF SPORTS ACCESSORIES / AMERICA AND THE BUYER WITH RESPECT TO THEIR COMMERCIAL RELATIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, IF ANY PROVISION OR PROVISIONS HEREOF ARE VOID OR ARE DECLARED TO BE VOID, SUCH PROVISION OR PROVISIONS SHALL BE DEEMED AND HEREBY ARE SERVED FROM THIS CONTRACT WHICH SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT.
- 18. CONFLICT.** In the event of a conflict between any provision hereof and a provision appearing on Sports Accessories / America current Prices and Terms publications, the current Prices and Terms publications shall control and the provisions hereof shall be superseded only to the extent of such conflict. If either a provision hereof or of the current Prices and Terms publication is in conflict with a term stated on the face of the document, the term on the face of this document shall control, and the provisions hereof and of such current Prices and Terms publications shall be superseded only to the extent of such conflict.
- 19. SPORTS ACCESSORIES / AMERICA CREDIT AGREEMENT/DEALER APPLICATION, STATEMENT OF POLICY.** Each purchase and sale of goods hereunder is subject and pursuant to the terms and conditions of a Sports Accessories / America Credit Agreement/Dealer Application as now in effect between Sports Accessories / America and Buyer, and to the terms of Sports Accessories / America Statement of Policy as in effect from time to time, a copy of which Buyer acknowledges having read in its entirety and the elements under a policy in form satisfactory to Sports Accessories / America which names Sports Accessories / America as loss payee. Buyer also agrees to pay before delinquency all taxes and other charges assessed against the goods purchased hereunder and to keep said goods free from all liens and security interest.