

# ALTO PRODUCTS CORP.

## Customer Credit Application / Terms and Conditions of Sale

Please complete the information below, sign, and e-mail to ar@altousa.com. For assistance contact Accounting at 251-368-7777 Ext 4 or e-mail ar@altousa.com.

### COMPANY INFORMATION

Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Type of Business:  Sole Proprietorship  Corporation  Limited Liability Company  Partnership

Line of Business:  Manufacturer  Distributor  Re-seller  Service Center

FEIN: \_\_\_\_\_ Credit Amount Requested: \_\_\_\_\_

Anticipated Dollar Purchase per Month: \_\_\_\_\_ Year Established: \_\_\_\_\_

Acknowledgement Email(s): \_\_\_\_\_ Invoice Email(s): \_\_\_\_\_

Shipping Details Email(s): \_\_\_\_\_ Statement Email(s): \_\_\_\_\_

### ACCOUNTS PAYABLE CONTACT PERSON

### PURCHASING CONTACT PERSON

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### BANK REFERENCES

Bank: \_\_\_\_\_ Account#: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### TRADE REFERENCES (Please give at least one from our industry)

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The undersigned understands and hereby agrees, corporately and/or individually, to the following Credit Agreement / Terms and Conditions of Sales:

### Credit Agreement / Terms and Conditions of Sale

The undersigned certifies that 1) he/she is duly authorized to sign this Agreement on behalf of the company/person herein represented and applying for credit (the "Buyer"); 2) everything stated in this Agreement is true, accurate and complete.

Alto specifically reserves the right to require individual signatures notwithstanding that Buyer may be a Corporation. In the event the above is required, the Corporation will consider such individual personally liable for such purchase in the event of non-payment.

Please provide Audited financial statements for the most recent fiscal year and the preceding two years. Please provide a list with names, home addresses and Social Security Numbers for Proprietorships and Partnerships. The information provided will be held in strict confidence.

Buyer grants permission for all information to be verified on this document and any other information Alto becomes aware of. Terms additional to or different from those contained herein including but not limited to, terms contained in Buyer's purchase order, are deemed material and hereby rejected.

Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. This representation and warranty will be deemed to be repeated in each purchase by buyer. In the event of bankruptcy, the filing of a Proof of Claim shall not prejudice the rights of Alto to proceed under the terms of this guarantee. In the event that any claim is referred to an independent attorney or collection agency, buyer agrees that in addition to any amounts owed, they will pay interest of 1 1/2% per month, and as a collection fee, 40.0% of the amount due and owing, which the buyer agrees is reasonable.

Upon acceptance of a Credit Application, Alto will establish, in their sole discretion, a fixed line of credit for Buyer. Alto reserves the right to increase or decrease the credit line without Buyer's consent.

Full payment is due thirty (30) days from the date of the invoice unless otherwise agreed to.

Promised delivery date is the best estimate of the time goods will be shipped. Alto assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Risk of loss or damage passes to Buyer upon delivery to the carrier. Alto assumes no responsibility for loss or damage claims in shipping.

Indemnity/Warranty: Buyer shall indemnify and hold Alto harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and attorney's fees asserted against Alto, its agents, servants and employees arising out of or in any manner connected with the product or use of the product. There are NO WARRANTIES, express or implied, made by Alto on any product except for the Limited Warranty which appears on the Alto website. Buyer acknowledges, agrees, represents, and warrants that Buyer's sole and exclusive remedy against Alto is limited to the applicable provisions of the Limited Warranty.

With authorization from Alto, Buyer may be permitted to return products in accordance with the published at <https://www.altousa.com/return>.

Neither party shall be liable for any failure to perform or delay in performance of this Agreement from acts of God, war, civil insurrection riots, government act or regulation, strikes, lockouts, labor disruption, cyber-attacks, inability to obtain materials or transport, or any cause beyond such party's commercially reasonable control.

Any disputes under this contract shall be governed by the laws of the State of Alabama and shall be brought only in the courts of Escambia County, Alabama, which shall have sole and exclusive jurisdiction thereof.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Company Name: \_\_\_\_\_ Individually: \_\_\_\_\_

Signatory Name: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ SSN: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_