

GORILLA HAMMERS - A DIVISION OF TECH HYDRAULICS, INC.

BUSINESS CREDIT APPLICATION

INSTRUCTIONS: Please fill out application in its entirety. If you have a pre-typed trade reference sheet (min. 4 references with fax numbers), please write "See Attached" in the credit reference area on the application and complete the remaining required information. Please return the **SIGNED** application either by fax to 781-986-3906 or by email to jmckenna@gorillahammers.com.

PLEASE NOTE: Application does NOT guarantee credit approval and we cannot control the responses of your credit references. While we will do our best to contact you if further information is needed, it is the responsibility of the Applicant to follow up on the status of their application.

Business Information:

Business Legal Name: _____

DBA (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business: _____ Years in Business: _____

Type of Entity (check one): Corporation Sole Proprietorship Partnership Limited Liability Company

*If subsidiary, give name, address, and state of incorporation of parent company

DUNS Number: _____ Federal Tax ID: _____ D&B Rating: _____

Annual Sales Volume (check one): Under 50K 50-100K 100-250K 250-500K 500K-1M Over 1M

Please list all Owners, Partners, Officers, and/or Principals (attach additional sheets if necessary):

Full Legal Name	Title	Home Address	SS#	DOB	% Ownership
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Have you or any of your Owners, Partners, Officers, and/or Principals ever filed for bankruptcy? Yes No

If Yes, Explain: _____

A/P Contact: _____ A/P Email: _____

Purchasing Contact: _____ Purchasing Email: _____

Est. Monthly Purchases: \$ _____ Credit Limit Requested: \$ _____

*If requesting a credit limit of \$10,000 or greater, please attach a copy of most recent fiscal year-end financial statements, including balance sheet, income statement, and cash flow report.

Sales Tax Exempt? Yes No Purchase Order Required? Yes No

*If yes, a valid Exemption Certificate must be attached

Please list any special invoice instructions: _____

Bank Reference:

Bank Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact: _____ Phone: _____ Fax: _____
Account Type: _____ Account Number: _____

Trade References: (Must include fax number)

Reference 1

Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Account Number: _____ Phone: _____ Fax: _____
Contact: _____ Email: _____

Reference 2

Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Account Number: _____ Phone: _____ Fax: _____
Contact: _____ Email: _____

Reference 3

Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Account Number: _____ Phone: _____ Fax: _____
Contact: _____ Email: _____

Reference 4

Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Account Number: _____ Phone: _____ Fax: _____
Contact: _____ Email: _____

PERSONAL GUARANTEE

I, (Name) _____ residing at (Street) _____
(City) _____ (State) _____ (Zip Code) _____ for and in consideration
of your extending credit at my request to (Company) _____ (herein after referred to as the
“Company”) of which I am (Title) _____, hereby personally guarantee to you the payment at
Tech Hydraulics, Inc. in the state of Massachusetts any obligation of the company and I hereby agree to bind myself to pay you on
demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood
that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the company. I do
hereby waive notice of default, non-payment and notice hereof and consent to any modification of renewal of credit agreement
hereby guarantee. The undersigned agrees to be bound by all terms and conditions contained in this credit application and
agreement and the invoices issued hereunder.

Signature _____ Title _____

Print Name _____ Date _____

BUSINESS CREDIT ACCOUNT - TERMS AND CONDITIONS

Payment terms are Net 30, and invoices are considered past due at 31 days. A finance charge shall accrue on said past due invoices at the rate of one and one-half percent (1.5%) thereof per month (18% per annum) until said invoices are paid in full. If any invoice is past due more than 45 days, the account will revert to a COD/cash basis and a hold will be placed on the account. Each unpaid invoice over 60 days will be sent to collections unless payment is made to bring the account current. In the event this account is referred to any attorney for collection, the Customer agrees to pay collection costs and/or attorney fees in an amount that is not less than 25% of the outstanding balance owed.

Tech Hydraulics, Inc. may discontinue and terminate such credit as to future transactions at any time without notice for any and no reason. At the discretion of Tech Hydraulics, Inc., all monies owed by Customer to Tech Hydraulics, Inc. may become due immediately and any account with a delinquent balance may be placed on a cash basis at any time.

Tech Hydraulics, Inc. will retain title to all equipment and/or product until outstanding balances are paid in full. Any equipment and/or product for which payment is past due may be picked up at any time without notice.

The use of a purchase order is for the convenience of the Customer, and absence of a purchase order shall not be a defense to responsibility for a charge. This agreement supersedes any preprinted terms in any purchase order.

Tech Hydraulics, Inc. is not responsible for any items left more than 30 days past the date of the quote or completion of work. A storage fee of \$25 per day will be assessed on any such items.

All returns require prior approval and must be accompanied by a valid RGA number. An RGA request must be submitted within 15 days of receipt of items. A 25% restocking fee applies to all stock items that are returned. Non-stock orders may not be cancelled or returned.

If any check is returned due to insufficient funds, or is refused by the bank for any reason, the Customer's account will be subject to a \$35 returned check fee.

The Customer hereby grants to Tech Hydraulics, Inc. a security interest in and upon all of the Customer's inventory, equipment, and accounts, and all proceeds thereof, whensoever acquired, in consideration of and to secure the repayment of any and all monies owed by the Customer to Tech Hydraulics, Inc., now or at any time hereafter. Tech Hydraulics, Inc. may file financing statements recording this security interest.

The Customer hereby agrees that the venue for any litigation and depositions between the parties for any claims referring, relating, or pertaining to debt collection for services, merchandise, supplies, or equipment purchased hereunder, or hereafter, shall be in Quincy District Court, Quincy, Massachusetts.

The Customer represents and warrants that the Customer is solvent and able to pay its debts as they become due. The Customer agrees to immediately notify Tech Hydraulics, Inc. by certified mail of any material adverse change to the Customer's financial condition, any change in the form of ownership or identity of principals, in the event the Customer becomes: insolvent, is unable to pay debts as they become due, becomes party to any litigation, and in advance of any sale, encumbrance, or transfer or any real property owned. In addition, the Customer agrees to submit additional financial information to Tech Hydraulics, Inc. upon request.

The Customer authorizes the release of such information to Tech Hydraulics, Inc., whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus, and other creditors, all of which are hereby authorized to release any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate.

The Customer certifies that the information furnished in the credit application, including any attachments submitted, is true and correct, and that they have read and agreed to all of the terms and conditions noted herein, each page of the credit application, and the Individual Personal Guarantee.

Signature _____

Title _____

Print Name _____

Date _____