



PO Box 649
 Suffield, CT 06078
 (860) 623-9336
 Fax (860) 292-1621

**CREDIT APPLICATION AND
 OPEN ACCOUNT AGREEMENT**

www.edmdistributors.com

Firm Name _____ Date _____

Shipping Address: _____ City _____ ST ___ ZIP _____

Billing Address: _____ City _____ ST ___ ZIP _____

Phone # _____ Fax # _____

E-Mail Address _____ Credit Limit Requested _____

Fed. Tax ID # _____ Type of Business _____ Date Established _____

Check one: Corporation Proprietorship Partnership Limited Partnership

Name, title and direct phone line of person responsible for check writing decisions:

Name _____ Phone # _____ Ext. _____

NAMES OF OWNERS AND CORPORATE OFFICERS

Name	Title	Residence Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____

TRADE REFERENCES

Name _____	Name _____	Name _____
City _____	City _____	City _____
ST/Zip _____	ST/Zip _____	ST/Zip _____
Fax # _____	Fax # _____	Fax # _____
Phone # _____	Phone # _____	Phone # _____
Account # _____	Account # _____	Account # _____

BANK

Name _____ Address _____ Phone _____

Terms & Conditions

In consideration of the extension of credit by EDM Distributors (Seller) to Applicant, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment (and not merely collection) of all invoices in accordance with stated terms and interest will be assessed on delinquent invoices at the rate of 2.0% per month (24% A.P.R.) together with any court costs, attorney's fees, and costs of collection the seller may incur in enforce the terms of this agreement. If legal action becomes necessary by either seller or buyer, it is also agreed that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, affect, and in all other respects by the laws of the State of Connecticut. Buyer, by signing below, authorizes the release of any and all credit information to EDM Distributors Inc.

Signed: _____ Date _____

EDM Distributors Inc. Sale, Delivery & Payment Terms & Policies

Placing Orders

We accept orders from, and ship to established dealers who operate outdoor power equipment retail or rental stores, government agencies, rental stores and golf courses. Orders may be placed via Phone: 860-623-9336 or Fax 860-292-1621 , by mail, or on-line at www.edmdistributors.com

All orders are subject to credit approval by our credit department. If, in our opinion , the financial condition of a customer does not justify continuance of shipment on the terms of payment specified herein, we may require full or partial payment in advance. We will not ship orders to past due accounts unless arrangement has been made to our satisfaction. We reserve the right to reject any order for any reason.

You may contact our parts department at 860-623-9336 for assistance in looking up part numbers. We take no responsibility for any errors in part numbers supplied.

Quotations and Prices

After receipt of shipment, if merchandise does not conform to purchase order, the customer may not return merchandise unless the return procedures as described in the "Returns, Cancellations & Drop shipments" section which follows.

Payments

All orders will be shipped C.O.D. or billed to the customer's credit card unless the customer has an open account. Open accounts may be granted by our Credit Department, in its sole discretion, following review of a completed credit application. Credit applications are available upon request.

After all shipments to customers with open accounts, a invoice for shipment will be forwarded to customer via mail. All invoices will be dated the date of the shipment. Unless otherwise specified, we must receive payment on invoice by the 11th day of the calendar month following the calendar month of the invoice. Unless we otherwise agree in writing, discount terms for orders on open account are 2% for payment received on or before the 10th day of the calendar month following the calendar month of the invoice. Finance charges are payable on all past due amounts at the rate of 1.5% per month. We reserve a security interest in all merchandise shipped to a customer until all invoices are paid in full, including any applicable finance charges. We may apply a \$25.00 fee if any check is returned due to insufficient funds. If the customer fails to pay any amount when due, we may, at our option, without prejudice to other lawful remedies, suspend further shipment and deliveries to the customer, and no forbearance, course of dealings or prior payment will affect such right. The customer shall be responsible for all costs and expenses, including reasonable attorney fees and court costs incurred by us in the collection of any amount not received by us within 60 days of the due date for payment thereof.

Prices are subject to change without notice. Orders calling for future delivery will be billed at the price in effect on the date of shipment. Customers can be notified of current prices when placing any telephone order. Only customers who have participated in the most recent whole goods order program for a product line may receive a discount off list price when purchasing service parts for that line. Any billing errors must be reported within 30 days of receipt of an original invoice or the invoice will be deemed accurate.

Invoice Amounts

Invoice amounts include the cost of the products shipped, freight and handling, and COD charges and state taxes when applicable. All orders except back orders, will be subject to a \$2.00 handling charge, which will be reflected in the freight charge. Orders for merchandise totaling less than \$25.00 will be subject to \$7.50 minimum order charge. Customers will be liable for any applicable sales and use taxes, any costs of shipment, freight and handling.

Delivery

Orders placed before 1:00 PM Eastern Standard Time will usually ship the same day. All deliveries will be F.O.B. our warehouse. In most instances we will ship via United Parcel Service. All shipments will be at the customer's risk and expense. Backorders will ship automatically when available, unless otherwise specified by the customer, and we will apply any applicable freight, taxes, and handling charges.

We will inspect all merchandise before shipment. All shortages must be reported within ten days of receipt.

Returns, Cancellations & Drop Shipments

No merchandise may be returned for any reason unless, within 15 days of delivery of such merchandise we have received a request from the customer to send them a Return Goods Authorizations form (RGA) together with the original invoice number relating to the purchase. If the customer rejects the merchandise or revokes its acceptance of the merchandise because the merchandise does not conform to the purchase order, the customer must request an RGA be sent to them and mail the RGA along with the return items to us so that we may receive it within ten business days after the date we mail the RGA to the customer. If a customer either i) fails to return the RGA and items within thirty days of issue, or ii) uses the merchandise, except for reasonable test and inspection purposes, the customer will not be entitled to any refund and we will be deemed to have

performed satisfactorily. If we agree to accept a return that conforms to the purchase order such merchandise must be in salable condition and in its original carton to receive credit, and such return will be subject to a 15% restocking charge. If the merchandise is non-conforming, the customer will be issued a credit for the price of the merchandise, or we will ship a replacement to the customer. We are not responsible for items returned to us without prior approval.

An order once placed by the customer and accepted by us, may not be canceled unless we consent to cancellation in writing. Generally no cancellation request will be approved unless made within 7 days of original order date. Any invoices for items drop shipped from the manufacturer will include any applicable freight, taxes, and drop shipment charges. Orders for items we do not normally stock may not be cancelled.

Warranty Claims

As to certain merchandise, a manufacturer may make certain warranties for the benefit of the consumer. All manufacturer warranty claim forms must be mailed directly to the EDM Service/Warranty Department. This will ensure that a customer's claim is processed as quickly as possible. *EDM Distributors Inc makes no express warranties and no implied warranties, whether of merchantability or fitness for any particular use or otherwise (except as to title), and shall not be liable for any loss or any direct, indirect, consequential, incidental, or special damages arising from the use of such merchandise*

Amendments or Changes to Sale, Delivery and Payment Terms and Policies

We reserve the right to change these, Sales, Delivery and Payment Terms and Policies. The placement of an order by a customer subsequent to such change will constitute an agreement by the customer to such change. We may refuse to sell merchandise to any customer who has not accepted these policies as modified from time to time.

Miscellaneous Provisions

All transactions between a customer and us shall be governed by the Uniform Commercial Code as in effect from time to time in the Common Wealth of Massachusetts, without giving effect to any conflict of law or rule that would cause the application of the laws of any jurisdiction. For Connecticut customers, all credit extended under the terms and conditions of this agreement shall be deemed to be a commercial transaction, and the customer hereby waives all requirements of notice for any pre-judgment remedy sought by us. The terms and conditions set forth in these Sale, Delivery and Payment Terms and Policies shall prevail over any conflicting term or condition on any purchase order or other document unless we have agreed in advance in writing.

Sales Agreement

This is between EDM Distributors Inc., a Connecticut corporation ("Distributor") and the undersigned dealer ("Dealer").

Recital

The Distributor sells and distributors outdoor power equipment and parts (herein called "goods") at wholesale and retail. The dealer may from time to time hereafter purchase goods from the Distributor, and the parties desire to establish certain terms and conditions, which shall apply to such sales.

Terms

In consideration of their mutual covenants herein, the parties as follows:

1. Any purchase order received by the distributor from an Authorized Agent are binding upon the Dealer. The following persons are Authorized Agents authorized by the dealer to place orders with the distributor:

_____ Title _____

_____ Title _____

2. The Distributor may, from time to time, change these Sale, Delivery and Payment Terms Policies and will the give Dealer notice of such changes. If the Dealer has received such notice, the placement of a subsequent order by the Dealer shall constitute and agreement by the Dealer to such changes. The Distributor may refuse to sell goods to the Dealer if the Dealer does not agree to such changes as implemented from time to time.

EDM Distributors Inc

By: _____ Date _____

Its Vice President

Execute in Duplicate.

Must be signed by owner or officer.

Sign Here -> Dealer:

By Its: _____ Date _____

Original Copy

Please mail back original. Do not Fax.

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_____ Title _____

_____ Title _____

2. The Distributor may, from time to time, change these Sale, Delivery and Payment Terms Policies and will the give Dealer notice of such changes. If the Dealer has received such notice, the placement of a subsequent order by the Dealer shall constitute and agreement by the Dealer to such changes. The Distributor may refuse to sell goods to the Dealer if the Dealer does not agree to such changes as implemented from time to time.

EDM Distributors Inc

By: _____ Date _____

Its Vice President

Execute in Duplicate.

Must be signed by owner or officer.

Sign Here -> Dealer:

By Its: _____ Date _____

‘PINK’ Copy

Please mail back original. Do not Fax.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

I certify that Name of Firm (Buyer) is engaged as a registered

Street Address or P.O. Box No.

City State Zip

- () Wholesaler
- () Retailer
- () Manufacturer
- () Lessor
- () Other (specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____
City or state	State Registration or I.D. No.	City or State	State Registration or I.D. No.
_____	_____	_____	_____

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature _____
(Owner, Partner or Corporate Officer) Title Date



Resale Certificate

Single-use certificate **Blanket certificate** Date issued _____

Temporary vendors must issue a single-use certificate.

Seller information - please type or print

Seller's name		
Address		
City	State	ZIP code

Purchaser information - please type or print

I am engaged in the business of _____ and principally sell _____
(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 - To be completed by registered New York State sales tax vendors

I certify that I am:

- a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid Certificate of Authority Number is _____
- a New York State temporary vendor. My valid Certificate of Authority Number is _____ and expires on _____

I am purchasing:

- A** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
 - for use in performing taxable services where the property will become a physical component part of the property upon which the services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with the performance of the service, or
- B** A service for resale, including the servicing of tangible personal property held for sale.

Part 2 - To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and have been issued the following registration number _____. (If sales tax or VAT registration is not required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write **not applicable** on the line requesting the registration number.)

I am purchasing:

- C** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to my customer or to an unaffiliated fulfillment services provider in New York State.
- D** Tangible personal property for resale that will be resold from a business located outside New York State.

Part 3 - Certification

I, the purchaser, understand that:

- I may not use this certificate to purchase items or services that are not for resale.
- If I purchase tangible personal property or services for resale, but I use or consume the tangible personal property or services myself in New York State, I must report and pay the unpaid tax directly to New York State.
- I will incur tax liabilities, in addition to penalty and interest, for any misuse of this certificate.

Please type or print

Purchaser's name as it appears on the sales tax registration		Name of owner, partner, or officer of corporation, authorizing the purchase	
Street address		Purchaser's signature	
City	State	ZIP code	Title

Substantial penalties will result from misuse of this certificate.



Form ST-4 Sales Tax Resale Certificate

Name of purchaser Social Security or Federal Identification number

Address

City/Town State Zip

Type of business in which purchaser is engaged:

Type of tangible personal property or service being purchased (be as specific as possible):

Name of vendor from whom tangible personal property or services are being purchased:

Address City/Town State Zip

I hereby certify that I hold a valid Massachusetts Vendor's Registration, issued by the Commissioner of Revenue, pursuant to Massachusetts General Laws, Chapter 64H, section 7, and that I am in the business of selling the kind of tangible personal property or services being purchased under this certificate, and that I intend to sell such property or services in the regular course of my business.

Signed under the penalties of perjury.

Signature of purchaser Title Date

Check applicable box: Single purchase certificate Blanket certificate

Notice to Vendors

1. Massachusetts General Laws assume that all gross receipts of a vendor from the sale of tangible personal property and services are from sales subject to tax, unless the contrary is established. The burden of proving that a sale of tangible personal property or service by any vendor is not a retail sale is placed upon the vendor unless he/she accepts from the purchaser a certificate declaring that the property or service is purchased for resale.
2. A resale certificate relieves the vendor from the burden of proof only if it is taken in good faith from a purchaser who is engaged in the business of selling tangible property or services and who holds a valid Massachusetts sales tax registration.
3. The good faith of the vendor will be questioned if he/she has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property or services. For example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling the kind of merchandise or service he/she is purchasing under this certificate would constitute grounds to question the good faith of the vendor.
4. The vendor must make sure that the certificate is filled out properly and signed before accepting it.
5. The vendor must retain this certificate as part of his/her permanent tax records.

If you have any questions about the acceptance or use of this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, PO Box 7010, Boston, MA 02204, or call (617) 887-MDOR or toll-free, in-state 1-800-392-6089.**

Notice to Purchasers

1. This certificate is to be used when the purchaser intends to resell the tangible personal property or service in the regular course of business. Manufacturers claiming an exempt use of the materials, tools and fuel which will be used in the manufacture, processing or conversion of tangible personal property should use Form ST-12, Exempt Use Certificate. Tax-exempt organizations making purchases for other than resale are to use Form ST-5, Exempt Purchaser Certificate.
2. The purchaser must hold a valid Massachusetts vendor registration. If you need to apply for a registration, go to www.mass.gov/dor and click on WebFile for Business to complete an online application for registration.
3. This certificate must be signed by and bear the name and address of the purchaser and his/her Federal Identification number. This certificate must also indicate the type of tangible personal property purchased and resold by the purchaser.
4. If a purchaser who gives a certificate makes any use of the property other than retention, demonstration or display while holding it for sale in the regular course of business, such property will be subject to the Massachusetts sales or use tax, as of the time the property is first used by him/her.
5. If you are engaged in a service activity, and are unsure as to the eligibility of the tangible personal property being purchased for resale, see the regulation on Service Enterprises, 830 CMR 64H.1.1.
6. For further information about the use of resale certificates, see the regulation on Resale and Exempt Use Certificates, 830 CMR 64H.8.1.

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

This form is approved by the Commissioner of Revenue and may be reproduced.

GUARANTY OF PAST AND FUTURE: INDEBTEDNESS

In consideration of the sum of One Dollar (\$1 00) and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in order to induce EDM Distributors Inc. a Connecticut corporation, having its principal offices at 1251 East Street S. Suffield, CT (hereinafter collectively referred to as "Creditor"), from time to time in its discretion, to extend or continue credit to:

_____ (Debtor's name, place of business and if a corporation, the State in which it is incorporated)

(hereafter called the "Debtor") the undersigned hereby guarantees, absolutely and unconditionally, to Creditor the payment of all Liabilities of the Debtor to Creditor of whatever nature, whether existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or unmatured, and whether absolute or contingent (all of which are hereafter collectively referred to as the "Liabilities of the Debtor"); provided, however, that the undersigned shall not be liable under this paragraph for any sum in excess of a total _____ Dollars.

The undersigned further agrees that, with or without notice or demand, the undersigned will reimburse Creditor, to the extent that such reimbursement is not made by the Debtor, for all expenses (including counsel fees) incurred by Creditor in connection with any of the Liabilities of the Debtor or the collection thereof.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Debtor with Creditor; provided, however, that the undersigned may by notice in writing, sent by registered mail to the Creditor at the respective addresses indicated above. Terminate this guaranty, but only with respect to all Liabilities of the Debtor incurred or contracted by the Debtor or acquired by Creditor after the date on which such notice is received.

All monies received by Creditor may be applied in such manner and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Debtor as Creditor may elect it specifically being understood and agreed that this paragraph allows the payment or reduction of any amount by which said Liabilities exceed the amount guaranteed by this agreement.

The undersigned hereby consents that from time to time before or after any default by the Debtor or any notice of termination hereof, with or without further notice to or assent from the undersigned, any security at any time held by or available to Creditor for any obligation of the Debtor, or for any obligation of any other person secondarily or otherwise liable for any of the Liabilities of the Debtor, may be exchanged, surrendered or released and any obligation of the Debtor, or of any such person, may be changed, altered, renewed, extended, continued, surrendered. Compromised, waived or released in whole or in part, or any default with respect thereto waived, and Creditor may fail to let off and may release, in whole or in part, any balance of any deposit account or other its books in favor of the Debtor, or of any such other person, and may extend further credit in any manner whatsoever to the Debtor, and generally deal with the Debtor or any such security or other person as Creditor may see fit; and the undersigned shall remain bound under this guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, surrender, compromise, waiver, inaction, extension of further credit or other dealing. The undersigned consents to any failure to perfect a security interest, or any other impairment to collateral of any level.

The undersigned waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Debtor; (b) presentment and demand for payment of any of the Liabilities of the Debtor; (c) protest and notice of dishonor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that action be brought against the Debtor or any other person or that resort be had to any security or to any balance of any deposit account or credit in favor of the Debtor or any other person.

Each reference herein to Creditor shall be deemed to include its successors and assigns, in whose favor the provisions of this guaranty shall also inure. Each reference herein to the undersigned shall include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this guaranty.

The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking, provided, however, that in the next succeeding paragraph hereof the term "undersigned" shall mean the "undersigned or any of them". If any party here to shall be a partnership, the agreements and obligations on the part of the undersigned herein contained shall remain in force and applicable notwithstanding any changes in the individuals composing the partnership and the term "undersigned" shall include any altered or successive partnerships but the predecessor partnerships and their partners shall not thereby be released from any obligation or liability.

No delay or failure on the part of Creditor to exercise any rights hereunder shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligation of the undersigned or of the right of Creditor to take further action without notice or demand; nor in any event shall any modification or waiver be applicable unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

Should the Debtor, at any time, become insolvent, or if any petition in bankruptcy of other proceedings involving insolvency should be filed against the Debtor, or if receiver or trustee should be appointed for any part or all of Debtor's property, then Creditor shall have the right, in its option, without demand or notice whatsoever, to file and prove its entire claim in any court of competent jurisdiction, whether such claim exceeds the amount of this guaranty or not, and to collect any dividends that may be realized on said entire claim, and in that event, Creditor shall have the right at its option, without any notice or demand whatsoever, to proceed against the undersigned at any time, for the difference between the amount of the entire claim due Creditor by the Debtor, and the amount of such dividend or dividends thereon. Anything here to the contrary notwithstanding, (a) Creditor may at any time proceed in the first instance against the understanding without any demand or notice whatsoever and (b) the filing of such claim shall not bar an action on this guaranty.

The undersigned hereby waves the benefit of any Homestead Exemption Laws.

Executed at _____ this _____ day of _____

Sign Here ->

Witnessed By _____

Guarantor

SEAL

SEAL

