



**DURAGUARD PRODUCTS, INC.**  
Corporate Credit Department  
12802 Commodity Place  
Tampa, FL 33626  
Phone: 813-792-3663  
813-792-3661  
Fax: 855-884-7801  
Email: ar2@qssi.com

Commercial / Business Credit Application

Dear Prospective Customer:

Thank you for applying for credit with our company. The purpose of credit with our company is to allow your company to establish a credit account with payment terms customarily set (and are set by default) at net 30 days. Each approved credit account will have a defined credit limit (in U.S. Dollars) that is based on several factors, including: 1) how much credit you ask for, 2) determining your past commercial credit history, 3) your willingness to sign a Personal Guarantee of payment, should we request one, and 4) submission of additional financial statements, should we request them.

Please note the attached credit application form. It includes six sections. We ask that you complete each section by following instructions at the top of each page. Also note that, upon initial review of your application, we may need to follow up on some information with you or request that you provide more information, as described in items 3 and 4, above.

We accept credit reference sheets provided that it contains all of the information we require on our credit application, but we still require that Section 6, Authorized Signature(s), be returned signed along with the credit reference sheet.

We reserve the right to refuse any credit application based on the applicant's credit history. Furthermore, we will place all new customer accounts in an evaluation period until purchasing history is established and payment terms have been met.

As always, we welcome cash and credit card customers for all purchases.

If you have any questions regarding this application process, please contact your sales representative or call our Credit Department at 813-792-3663 or 813-792-3661.

Thank you,

The Credit Department

## Section 1: Applicant Information

*Instructions: This section includes information we use to identify your company / organization for the purpose of reference checks and for conducting business transactions and communications. Please contact our Credit Department if you have any questions.*

### A. Company Information

- 1) LEGAL Company Name: \_\_\_\_\_  
*Please provide the company's legal name, as shown on your company's tax returns.*
- 2) Trade or DBA Company Name: \_\_\_\_\_  
*Please provide any trade or DBA names.*
- 3) Entity Type: \_\_\_ Corporation \_\_\_ Sole Ownership \_\_\_ Partnership \_\_\_ Government / Other \_\_\_\_\_
- 4) Nature of Business: \_\_\_\_\_
- 5) Federal ID#: \_\_\_\_\_ Other ID#, if not US Federal \_\_\_\_\_
- 6) State Tax ID: \_\_\_\_\_ State Corporation ID: \_\_\_\_\_
- 7) Date Business Started: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 8) DUNS # (or other credit service reference number(s)): \_\_\_\_\_
- 9) Company Address: \_\_\_\_\_  
City: \_\_\_\_\_ State / Province: \_\_\_\_\_  
Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_
- 10) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 11) E-mail: \_\_\_\_\_ Web Site: \_\_\_\_\_

### B. Purchasing Department Contact Information

- 1) Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- 2) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 3) E-mail: \_\_\_\_\_

### C. Finance / Accounts Payable Department Contact Information

- 1) Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- 2) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 3) E-mail: \_\_\_\_\_

### D. Other Information

Does your company / organization require a supplier / vendor order form? \_\_\_ Yes \_\_\_ No  
*If a supplier / vendor form is required, please provide one with this application.*

### E. How to Submit this Application

You may send this application via facsimile (855-884-7801), US mail, or e-mail (ar2@qssi.com). Please note that the application must contain handwritten or verified digital signatures. If you are sending the application by e-mail, please use a .pdf file format, or other format capable of copying and transmitting a signature facsimile or digital signature. By submitting this application by facsimile or email, you agree that the facsimile or email transmittal of this application, including each signature hereon, shall be deemed an original for all purposes.

## Section 2: Credit References

*Instructions: Please provide three references that have provided credit to your business. These are the references that you authorize us to contact.*

### A. Trade Credit Reference #1

- 1) Name: \_\_\_\_\_
- 2) Business Address: \_\_\_\_\_
- 3) City: \_\_\_\_\_ State / Province: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_
- 4) Contact Name: \_\_\_\_\_
- 5) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### B. Trade Credit Reference #2

- 1) Name: \_\_\_\_\_
- 2) Business Address: \_\_\_\_\_
- 3) City: \_\_\_\_\_ State / Province: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_
- 4) Contact Name: \_\_\_\_\_
- 5) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### C. Trade Credit Reference #3

- 1) Name: \_\_\_\_\_
- 2) Business Address: \_\_\_\_\_
- 3) City: \_\_\_\_\_ State / Province: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_
- 4) Contact Name: \_\_\_\_\_
- 5) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### Section 3: Banking Information

*Instructions: Please provide at least one bank reference. This reference should include a "borrowing account" from a bank/lending institution.*

#### A. Bank #1

- 1) Bank Name: \_\_\_\_\_
- 2) Address: \_\_\_\_\_  
City: \_\_\_\_\_ State Province: \_\_\_\_\_  
Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_
- 3) Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- 4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 5) Account Number: \_\_\_\_\_
- 6) Line of Credit at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No
- 7) Visa or Mastercard at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No

#### B. Bank #2

- 1) Bank Name: \_\_\_\_\_
- 2) Address: \_\_\_\_\_  
City: \_\_\_\_\_ State Province: \_\_\_\_\_  
Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_
- 3) Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- 4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 5) Account Number: \_\_\_\_\_
- 6) Line of Credit at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No
- 7) Visa or Mastercard at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No

#### C. Bank #3

- 1) Bank Name: \_\_\_\_\_
- 2) Address: \_\_\_\_\_  
City: \_\_\_\_\_ State Province: \_\_\_\_\_  
Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_
- 3) Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- 4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 5) Account Number: \_\_\_\_\_
- 6) Line of Credit at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No
- 7) Visa or Mastercard at this bank? \_\_\_\_\_ Yes or \_\_\_\_\_ No

## Section 4: Officers, Owners and Authorized Agents

**Instructions:** This Section identifies the officers, owners, and authorized agents of your company / organization. Please note that at least one of the names must coincide with one of the "Authorized Signatures" appearing in Section 6 (page 5) of this application.

### A. Officer, Owner, or Authorized Agent #1

1) Name: \_\_\_\_\_

2) Title: \_\_\_\_\_

3) Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

5) E-mail: \_\_\_\_\_

Notes/ Comments: \_\_\_\_\_

### B. Officer, Owner, or Authorized Agent #2

1) Name: \_\_\_\_\_

2) Title: \_\_\_\_\_

3) Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

5) E-mail: \_\_\_\_\_

Notes/ Comments: \_\_\_\_\_

### C. Officer, Owner, or Authorized Agent #3

1) Name: \_\_\_\_\_

2) Title: \_\_\_\_\_

3) Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

4) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

5) E-mail: \_\_\_\_\_

Notes/ Comments: \_\_\_\_\_

## Section 5: Additional Questions

*Instructions: Please answer each question in this section with the appropriate checkmark and text.*

- 1) Have you ever traded with our company before? \_\_\_\_\_ Yes or \_\_\_\_\_ No

If yes, when? \_\_\_\_\_

- 2) Sales Tax Status: \_\_\_\_\_ Taxable or \_\_\_\_\_ Exempt

*If exempt, please attach Tax Exemption certificate to this application.*

- 3) Have you ever filed Bankruptcy? \_\_\_\_\_ Yes or \_\_\_\_\_ No

*If yes, please give date, state, name, and any other explanatory information.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4) Does your company use Purchase Orders? \_\_\_\_\_ Yes or \_\_\_\_\_ No

- 5) Credit Line Requested: \$ \_\_\_\_\_

- 6) Person(s) authorized to charge on this account.

Are all Employees authorized to charge on this account? \_\_\_\_\_ Yes or \_\_\_\_\_ No, only the following individuals:

a) Name: \_\_\_\_\_ Title: \_\_\_\_\_

b) Name: \_\_\_\_\_ Title: \_\_\_\_\_

c) Name: \_\_\_\_\_ Title: \_\_\_\_\_

d) Name: \_\_\_\_\_ Title: \_\_\_\_\_

- 7) Invoices to be sent to the attention of:

a) Name: \_\_\_\_\_

b) Title: \_\_\_\_\_

c) Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

d) Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

e) E-mail: \_\_\_\_\_

## Section 6: Authorized Signature(s)

*Instructions: After completing the previous sections of this application, please read the terms and conditions in this Section. Your signature(s) affirm the content you have provided in this application to be true and correct and authorize us to process your application. **Please do not alter the wording in this agreement, else your application will be rejected.***

This Application and the agreements set forth herein as well as all transactions contemplated hereby shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to principles of conflicts or choice of laws. Applicant irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Application and transactions between the parties shall be brought exclusively in the courts of the State of Florida in Hillsborough County; (ii) consents and voluntarily hereby submits itself to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

By signing this credit application/agreement, the individual executing this Application below on behalf of

\_\_\_\_\_ (“Buyer”),

individually and personally, represents and warrants to

\_\_\_ Pacific Die Cast, Inc. DBA Öv !æ~ æååÁProduco, Inc. \_\_\_\_\_ (“Seller”)

that: 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Application or to resolve a dispute with Seller will be entitled to recover its costs, including attorneys’ fees, or collection agency fees, from the other party; and 4) Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month; 18% per annum, or the maximum rate allowed by law, whichever is less. Buyer also agrees to pay \$25.00 for each check issued by Buyer to Seller which is returned to Seller unpaid or marked NSF.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Seller becomes aware of during the credit review process and from time to time. The Buyer authorizes Seller to request a credit report and perform or have others perform a credit check as part of this application process. The Buyer and undersigned also understand that Seller will retain this Application, whether or not it is approved, and that Seller will consider this Application as a continuing statement of the Buyer’s financial position and situation until notified in writing otherwise by the Buyer. In order for Seller to sell and to continue to sell to Buyer, Buyer agrees and hereby represents and warrants that at the time of each purchase unless Buyer provides Seller prior written notice to the contrary, the information, agreements and representations in this Application are true and correct, and that Buyer is solvent and pays its obligations as they become due.

This Application, together with any guaranty or addenda hereto, constitutes the entire agreement by and between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Application may not be amended or modified in any way except by a written instrument executed by each party hereto. Faxed and emailed documents between the parties to this Application will be deemed as originals.

NO PARTY TO THIS APPLICATION OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS APPLICATION, ANY RELATED AGREEMENT OR INSTRUMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Section 6: Authorized Signature(s) – Signature Continuation Page (page 2)

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_