

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE:

1. Portor Industry, Inc. may, in assessing the Applicant's application for credit or if the application is accepted and subsequently any payment becomes overdue, obtain personal information and seek from a credit reporting agency or other credit provider information about Applicant's credit arrangement. Applicant understands that this information may include Applicant's credit worthiness, credit history, or credit capacity that the credit providers are allowed to give or receive.
2. The applicant(s) must inform Portor Industry, Inc. in writing, within seven (7) days, of any change of his/her their business details (including but not limited to: business address, telephone numbers; change in ownership; and/or change in officers or directors) or corporate structure.
3. Portor Industry, Inc. reserves the absolute right to refuse or withdraw from these terms and conditions at any time, in the event that the applicant(s) is in breach of these terms and conditions
4. All contracts between Portor Industry, Inc. and the Applicant shall be deemed to have been entered into in the State of California, and shall be construed according to the laws of the State of California.
5. Applicant can only be considered once Portor Industry, Inc. receives the original application with all pages having been completed and signed by an owner, partner, director member, and/or officer.
6. Payments are due within provided terms from ship date. If any amount is not paid within the agreed term the Applicant shall be liable for the interest at the maximum rate permitted by Californialaw.
7. Goods returned will not be accepted for credit unless previously arranged with Portor Industry, Inc. who reserves the right to charge a restocking/handling fee of 10%.
8. In the event Portor Industry, Inc. instructs attorneys to collect from the Applicant an amount owed to Portor Industry, Inc., the Applicant agrees to pay all costs as between attorney and own client, including but not limited to collection charges and court costs. Any dispute or controversy arising from this agreement that is over the sum of \$100,000.00 will be resolved by arbitration court in Los Angeles County.
9. If the Applicant is a business unit or division of an entity, versus a separate legal entity, the legal entity which owns Applicant must be named as the Applicant, though the division or business unit name may also be indicated, and the individual signing must be an authorized signatory of the legal entity which owns the division or business unit.

I/We acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein. No changes have been made to the terms and conditions provided by Portor Industry, Inc.

Signature: _____

Signature: _____

Full Name (print): _____

Full Name (print): _____

Date: _____

Date: _____

GUARANTEE (To be completed where applicant is a company)

In consideration of the provision of credit and the sale of goods and services to the customer I/we, being Director/s or other authorized officer/s of the customer named in the application for the credit herein, hereby agree, by the execution of this application on behalf of the customer, to guarantee to Portor Industry, Inc. the due and punctual payment and performance by the customer of all moneys, terms, and conditions contained in these terms of trade to be paid observed and performed and I/We shall not be released from liability under this Guarantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the customer under these terms and conditions of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor.

I/We charge (and where this guarantee is executed by more than one person, jointly and severally charge) as beneficial owner all freehold and leasehold in land which I/We now have, or during the currency of this agreement may acquire

Signature: _____

Full Name (print): _____

Date: _____