

THIS PAGE MUST BE FULLY COMPLETED TO BE CONSIDERED FOR NET 30 TERMS.

Principal / Owner Name	Address	Telephone

Company Type: Corporation LLC Sole Owner

Fed Tax # _____ Fed/SSN# _____ SSN# _____

Is building owned? _____ If leased when does lease expire? _____

Has the firm or any of its principals ever filed bankruptcy (Select one)? _____ Yes _____ No

If yes, please explain _____

Personal Guarantee by business requesting credit.

In consideration for Silver State, Inc. extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Silver State, Inc. by the business identified, below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Silver State, Inc. and the business. Silver State, Inc shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Silver State, Inc. Open credit terms may be revoked permanently due to previous slow payments or account inactivity.

This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Silver State, Inc. Said notice shall specify the date on which this guarantee is to be terminated, said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Dated this _____ day of _____, 20____ Name: _____
(Name of person guaranteeing payment)

Home Address _____

Home Phone # _____ SS# _____

Signature of Person Guaranteeing Payment _____

Name of Business Whose Account is Guaranteed _____

Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement of grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references and principals listed.

In consideration for the extension of credit, said business promises to pay for all purchases within terms agreed and agrees to pay a service charge per month of 1.5% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred in the State of Utah. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

(Print name of owner/principal)_____
(Date)_____
(Signature)

1. Silver State accepts the following forms of payment: Checks, checks by fax to 801-972-5005, Credit cards*, UPS COD, and Wire/ACH transfers.
2. To obtain credit approval, a completed Net 30 credit application must be submitted to Silver State. With approved credit, all open balances are due 30 days from the date of purchase. Thereafter, the account shall be delinquent and subject to a service charge of 1.5% per month (18% per annum). Silver State sends semi-monthly statement with any unpaid invoices & service charges. The monthly minimum service charge is \$1.00. Repeated or prolonged delinquencies shall be cause for credit term change to Proforma terms. In addition, any accounts with previous approved credit terms will revert to Profoma terms after one year of sales inactivity; thereafter, you may re-apply for Net 30 terms.
3. *Credit card payments on past due invoices will be subject to a 3% processing fee.
4. Account balances which become 45 days delinquent, including unpaid service charges, shall cause the account to be placed on hold until the account balance is paid in full. Any account, which becomes 90 days delinquent, will be placed for collection through the corporate attorney or through other appropriate collection service. In the event of lawsuit to collect payment of any purchases, the purchaser shall pay all expenses, including all court costs and attorneys fees.
5. Accounts that use their own shipper number to ship their orders shall be assessed a \$6.00 handling fee per shipment. If it ships via Federal Express Ground, there will be an additional \$3.50 per package handling fee.
6. A fee will be charged to any wire/ach transfer payment(s).
 - \$15 - Domestic Transactions
 - \$30 - International Transactions
7. Returned checks, paid directly to Silver State, are sent directly from our bank to Express Recovery Services and are assessed a \$25.00 return check fee. In the event any balance is not paid as agreed, the undersigned agrees to pay a collection fee not to exceed 40% of the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees in addition to the collection fee. Silver State or its representative may reasonably contact you at all the provided contact information in your original credit application i.e. office, cellular, email or similar devices for any lawful purpose. You agree to any and all fees(s) or charge(s) that you may incur for incoming calls from us, and/or outgoing calls to us, to or from any such number, without reimbursement from Silver State.
8. Returned checks paid to UPS for COD shipments are processed directly by UPS and are subject to fees determined by UPS.
9. All returns for credit must be made within 30 days from purchase and must include a copy of the original invoice. Materials returned for credit for reasons other than material flaws must be approved by Silver State and are subject to a 25% restocking fee and you would be responsible for the return freight.
10. SPECIAL ORDERS: Based on your account terms, all special order products must be prepaid or have at least a 50% deposit. Once special order items are put into production, they cannot be cancelled and any prepayment or deposits are forfeited. All special orders are final sales and are not returnable.
11. Fabric orders less than 6 yards are final sales and are not returnable.