



Name that Appears on Card : \_\_\_\_\_ Cardholder's Signature : \_\_\_\_\_

Account Number : \_\_\_\_\_ Expiration Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Issuing Bank : \_\_\_\_\_

Name that Appears on Card : \_\_\_\_\_ Cardholder's Signature : \_\_\_\_\_

THE CARDHOLDER'S SIGNATURES ABOVE EVIDENCE EACH RESPECTIVE CARDHOLDER'S CONSENT AND AUTHORIZATION FOR WOLFCOM ENTERPRISES TO CHARGE AND/OR MAKE DEMAND ON SAID CREDIT CARD(S) IN THE EVEN THAT :

- A CHECK IS RETURNED FOR INSUFFICIENT FUNDS AND PAYMENT IS NOT MADE WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND

AND/OR

- PAYMENT IS NOT MADE WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND ON AN ACCOUNT THAT IS DUE AND OWING.

I (we) the undersigned Applicant(s) do(es) hereby certify that the information herein given is correct and complete and I (we) agree to permit Wolfcom Enterprises Corp. to take whatever steps are necessary, including but not limited to checking credit (both business and personal), inquiry to landlord/mortgage company, inquiry to banks, etc., to confirm credit worthiness. It is further understood that Wolfcom Enterprises will rely on this information in extending credit and that all purchases shall be governed by the terms and conditions contained in the attached TERMS OF SALE AGREEMENT.

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Business : \_\_\_\_\_

Signature : \_\_\_\_\_ Printed Name : \_\_\_\_\_ Title : \_\_\_\_\_

Signature : \_\_\_\_\_ Printed Name : \_\_\_\_\_ Title : \_\_\_\_\_

Signature : \_\_\_\_\_ Printed Name : \_\_\_\_\_ Title : \_\_\_\_\_

**TERMS OF SALE AGREEMENT**

"Applicant" as used herein shall refer to the Business and/or individual(s) set forth on the attached Application and signing the within Terms of Sale Agreement ("Agreement".)

1. All merchandise sold to Applicant shall remain the property of Wolfcom Enterprises (WOLFCOM) until paid for in full.
2. All checks returned to WOLFCOM for any reason shall be subject to a \$25.00 returned check fee.
3. Any Applicant that has a check returned to WOLFCOM for insufficient funds more than two (2) times shall be placed permanently on a CASH BASIS.
4. Payment to OPEN ACCOUNTS is due no later than 10 days after Invoice date.
5. Any Applicant on an OPEN ACCOUNT, who is habitually late in making payments, will be placed on COD.
6. WOLFCOM has the right to recover merchandise sold to Application after merchandise is acquired by Applicant, if a check is returned for insufficient funds, a "stop payment" is issued on a check and/or upon the failure to submit payment on a delinquent account.
7. ALL NET TERM Applicants must have a bond for their credit limit upon approval.
8. Applicant agrees to pay all invoices according to the terms of each invoice. Applicant further acknowledges and consents to the addition of a 1.5% interest/service charge per month on all delinquent, unpaid balances. Under no circumstances, however, shall the interest/service charge exceed lawful rates.
9. If any present guarantor dies, Applicant shall immediately pay off all outstanding indebtedness or may, at the election of WOLFCOM, substitute an acceptable guarantor.
10. In the event WOLFCOM reasonably anticipates a repudiation or imminent breach of this Agreement, WOLFCOM shall be entitled to, and Applicant shall provide, reasonable assurances that payments will, or can, be made. In the event Applicant fails or refuses to provide reasonable assurances, WOLFCOM may suspend its performance under this Agreement or other sales Agreement and shall be immediately entitled to any and all outstanding monies or the right to recover merchandise as set forth herein, upon written demand.
11. In the event Applicant fails or refused to make payment in accordance with invoicing / shipping terms and / or otherwise violates any of the provisions of the Agreement, WOLFCOM shall be entitled to recover the reasonable expenses incurred for the cost of the collection including, but not limited to, attorney's fees, cost of suit, filing fees and mailing expense, which shall be added to the unpaid balance of the Applicant's account.

12. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Applicant shall not have the right to assign this Agreement to any person or entity without the express written consent of WOLFCOM.
  
13. No waiver by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed or construed as a further or continuing waiver of any other condition or of the breach of any other term, covenant, representation or warranty set forth in this Agreement.
  
14. The parties agree that this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of California. Further the parties irrevocably consent the jurisdiction of the Courts of California (Federal and / or State) and to the service of the process by certified mail, return receipt requested, to the parties' respective addresses. The parties waive trial by jury.
  
15. If any provisions in this Agreement shall be, or shall become, illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall be deemed valid, binding and subsisting.

I (We) have read and consent to the terms and conditions stated herein. Intending to be legally bound, I (We) affix my (our) signature(s) below :

APPLICANT : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_  
 Authorized Representative

TITLE : \_\_\_\_\_ DATE : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

APPLICANT : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_  
 Authorized Representative

TITLE : \_\_\_\_\_ DATE : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

APPLICANT : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_  
 Authorized Representative

TITLE : \_\_\_\_\_ DATE : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

APPLICANT : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_  
 Authorized Representative

TITLE : \_\_\_\_\_ DATE : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## PERSONAL GUARANTEE

*This section to be completed if the Applicant seeks credit terms*

As a direct inducement to WOLFCOM ENTERPRISES, to extend credit to the Applicant, each of the undersigned hereby confirms the accuracy of the information set forth herein, represents to WOLFCOM that he/she is a shareholder/owner/partner of Applicant, and unconditionally and irrevocably guarantees, jointly or severally, the payment of any and all amounts now or at any time hereafter owed by Applicant to WOLFCOM, including without limitation all costs and expenses incurred by WOLFCOM in endeavoring to collect such indebtedness and enforcing this Personal Guarantee.

Each of the undersigned agrees that this Personal Guarantee shall be directly enforceable against him/her without first resorting to Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing guarantee.

Each of the undersigned waives any and all notices to which he/she may be entitled, including without limitation, notice of any extension of credit to Applicant and notice of any indulgences, forbearances or extensions of time of payment, which may be granted Applicant.

GUARANTOR'S SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_

Home Address : \_\_\_\_\_

SS # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

GUARANTOR'S SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_

Home Address : \_\_\_\_\_

SS # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

GUARANTOR'S SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_

Home Address : \_\_\_\_\_

SS # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

GUARANTOR'S SIGNATURE : \_\_\_\_\_ PRINTED NAME : \_\_\_\_\_

Home Address : \_\_\_\_\_

SS # : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_