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CREDIT APPLICATION

NOTE: All fields must be filled in.
Application will not be processed if any section is incomplete or has been modified.

BILLING INFORMATION

Company Name _____
Address _____
City/St/Zip _____
Phone _____
FEIN _____
Contact Name _____

SHIPPING INFORMATION

Company Name _____
Address _____
City/St/Zip _____
Phone _____
Contact Name _____

COMPANY PROFILE

Proprietorship Partnership Corporation LLC Other _____

State of Incorporation _____ Date First Opened for Business _____
Name of Owner(s)* _____ How Long at Present Address _____
Home Address _____
Type of Business _____ Duns # _____
Estimated Annual Sales _____ Rating _____
Credit Amount Requested \$ _____

BUSINESS BANK INFORMATION

Name of Bank _____ Account #(s) _____
Street Address _____
City/St/Zip _____ Bank Contact _____
Phone _____

TRADE REFERENCES

Name	Address	Contact	Phone
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____

YOU MUST PAY ALL INVOICES WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.

See page 2 for credit terms and conditions. Applicant and owners must sign page 2 before we will consider this application.

OFFICE USE ONLY

APPROVED BY: _____ DATE: _____
AMOUNT APPROVED: _____ SOURCE(S) CHECKED: _____

BLUE DIAMOND CREDIT TERMS AND CONDITIONS

The undersigned ("You") hereby acknowledges and agrees to all the terms and conditions outlined in this Credit Application and Credit Terms and Conditions (the "Agreement") on behalf of Customer. "Customer" means the entity(s) or person(s) requesting to purchase goods or services from Blue Diamond Attachments, LLC ("Blue Diamond") on credit. Customer understands that Blue Diamond must be notified in writing by certified mail of any change in ownership, the name or business structure under which credit is established. You agree that Blue Diamond and its affiliates may receive from and disclose to other persons, including credit reporting agencies, financial information about Customer and information about Customer's account and credit experience. You also authorize any person to release to Blue Diamond financial information about Customer including credit experience and account information.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national original, sex, marital status, age, (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the consumer credit protection act to the extent is would apply.

Please submit a completed W-9 form, a tax exemption certificate (if applicable) and a copy of the Customer's charter, articles of organization or partnership agreement (as applicable) with this application. Blue Diamond will not process the application until these items are received.

Customer shall be liable for and agrees to promptly pay when due all charges set forth in the applicable invoice from Blue Diamond. All invoices are due within 30 days of the date of the invoice.

Blue Diamond may apply the maximum legal interest to any invoices more than 30 days past due. Blue Diamond may also apply a service charge of 1.5% per month to all late accounts. If Customer's account becomes more than 30 days past due or Customer has reached the maximum credit limit, Blue Diamond may also place Customer's account on hold and refuse to perform any additional services or sell any additional products to Customer until the account is brought current and Customer has sufficient credit available. If Customer's account is turned over to an agency and/or an attorney for collection, Customer agrees to pay all reasonable attorney's fees, court costs and/or costs of collection whether or not suit is filed.

Customer grants Blue Diamond a purchase money security interest in the items sold hereunder whether including, but not limited to, equipment, inventory, fixtures and/or general intangibles shipped by Blue Diamond at any time, including all accessions to and replacements thereto, and all proceeds thereof (collectively, the "Collateral") to secure the payment of the purchase price of such Collateral. Customer grants Blue Diamond a limited power of attorney to file one or more financing statements signed by Blue Diamond on Customer's behalf and authorizes Blue Diamond to use a copy of this Agreement as an exhibit to any financing statement. Customer agrees to cooperate fully with Blue Diamond in executing any additional documents, instruments, financing statements or amendments thereto as requested to perfect or continue the security interest created by this Agreement. If Customer fails to timely pay their account, Blue Diamond shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Title to goods only passes to the Customer upon payment in full.

BLUE DIAMOND WILL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF CUSTOMER FOR ANY TRANSACTION ARISING FROM OR RELATED TO THIS AGREEMENT. THE MAXIMUM LIABILITY IN DAMAGES RECOVERABLE AGAINST BLUE DIAMOND SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY BLUE DIAMOND FOR THE TRANSACTION THAT FORMS THE BASIS OF CUSTOMER'S COMPLAINT.

This Agreement will be governed by the laws of the State of Tennessee, exclusive of the conflicts of law provision thereof. Any action arising from our relationship must be brought in the state or federal courts located in Knox County, Tennessee. CUSTOMER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.

Customer agrees that the terms of credit as set forth in the Agreement shall constitute the entire agreement between Customer and Blue Diamond and that all sales/and or transactions between Customer and Blue Diamond shall be governed solely by the Agreement. The Agreement may not be modified except by prior written consent of Blue Diamond. Blue Diamond reserves the right to change any of the terms of this Agreement on 30 days advance notice to Customer.

The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and understands that Seller will rely on the accuracy of this information in determining whether any credit may be extended. By signing below, You certify that You are authorized by the Customer to execute this legally binding Agreement.

Applicant Name: _____

Company Name: _____

Title: _____

Signature: _____

Date: _____

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