



Granatelli Motor Sports, Inc. - 1000 Yarnell Place – Oxnard, CA 93033-2454
(805) 486-6644 (Phone) - (805) 486-6684 (Fax) - Hours: M-F 8AM-5PM (PST)
www.GranatelliMotorSports.com - feedback@GranatelliMotorSports.com

Dealer Application & Company Check Approval Form
(Complete Then Fax or Mail Application with Copy Of Business License & Resale Certificate)

The undersigned company is applying for credit or company check OK with Granatelli Motor Sports, Inc. and agrees to abide by the standard terms and conditions of Granatelli Motor Sports, Inc. as printed on the reverse side.

Company name

DBA (if different)

Contact person

Address

Phone _____ Fax _____

Federal tax ID or Social Security number.

Type of business _____ No. of employees _____

Date business established

Types of products you will purchase

Amount of credit requested \$ _____

Are you a:

CORPORATION

State of incorporation _____

Names, titles, and addresses of your three chief corporate officers

Name and address of your resident agent

PARTNERSHIP

Names and addresses of the partners

SOLE PROPRIETORSHIP

Are you sales tax exempt?

Yes

No

Have you ever had credit with us before?

Yes

No

If yes, under what name?

Authorized purchasers

All orders must be faxed in with P.O. number, item descriptions and quantities, shipping method requested, date, and signature.

TRADE REFERENCES

Reference #1 Name
 Address
 Phone

Reference #2 Name
 Address
 Phone

Reference #3 Name
 Address
 Phone

BANK REFERENCES

Bank#1 Account # & High Credit
 Phone & Fax
 Contact person
 Name of bank
 Address

Bank#2 Account # & High Credit
 Phone & Fax
 Contact person
 Name of bank
 Address

I represent that the above information is true and is given to induce Granatelli Motor Sports, Inc. to extend credit to the applicant. My company and I authorize Granatelli Motor Sports, Inc. to make such credit investigation as Granatelli Motor Sports, Inc. sees fit, including contacting the above trade references, banks, others Granatelli Motor Sports, Inc. becomes aware of during the credit review process and from time to time and obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Granatelli Motor Sports, Inc. any and all information concerning the financial and credit history of my company and myself.

Authorized signature: _____

Printed name: _____

Title: _____ **Date:** _____

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

By signing this credit application/agreement, the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Granatelli Motor Sports, Inc. that:

1. He/she is authorized to execute this Application on behalf of Buyer
2. Bills are sent on the first day of each month. All invoices are COD or cash in advance unless otherwise negotiated.
3. All bills become payable in full on the 11th day of the month and if not paid by the end of the month are considered past due.
4. **DELIVERY; RISK OF LOSS:** All sales are F.O.B. Granatelli Motor Sports plant or other point of shipment designated by Granatelli Motor Sports. Shipping dates are estimates only which are not guaranteed and are based upon prompt receipt from Buyer of all necessary shipping and other information. Granatelli Motor Sports reserves the right to make delivery in installments, all installments to be separately invoiced and paid for by buyer when due per invoice, without regard to subsequent deliveries. Granatelli Motor Sports may use, at its discretion, any available carrier for shipments (overriding any existing agreements for requesting use of specific carriers). Additional package, handling and drop ship fees (if applicable) may apply.

5. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department. The undersigned also understands that Granatelli Motor Sports, Inc. will retain this application, whether or not it is approved, and that Granatelli Motor Sports, Inc. will consider this application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the buyer. In order for Granatelli Motor Sports, Inc. to sell and continue to sell to buyer, buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by buyer.
6. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.
7. Buyer agrees that the prevailing party in any proceeding to enforce this guarantee or to resolve a dispute with Granatelli Motor Sports, Inc. will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party not to exceed 40%. Buyer agrees to pay interest on any unpaid purchases beginning 30 days after the payment due date, at the rate of 2.0% per month; 18% per annum, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$25.00 for each check issued buy buyer to Granatelli Motor Sports, Inc., which is returned to Granatelli Motor Sports, Inc. Unpaid or unmarked NSF.
8. **EXCUSABLE DELAYS; FORCE MAJEURE:** Granatelli Motor Sports shall not be liable for any ordinary, incidental, or consequential loss or damage as a result of Granatelli Motor Sports delay in or failure of delivery due to (I) any cause beyond Granatelli Motor Sports reasonable control. (II) an act of God, act of the Buyer, embargo or other government act, authority, regulation or request, fire, theft, accident, strike, slowdown or other labor disturbance, war, riot, delay in transportation, or (III) inability to obtain necessary labor, materials, components, or facilities.

Should any of the aforementioned events of force majeure occur, Granatelli Motor Sports, at its option, may cancel Buyers order with respect to any undelivered equipment or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event Granatelli Motor Sports elects to so cancel the order, Granatelli Motor Sports shall be released of and from all liability for failure to deliver the merchandise, including, but not limited to, any and all claims on behalf of Buyer for lost profits, or any other claim of any nature which Buyer might have

If shipping is delayed or interrupted by Buyer, directly or indirectly, Buyer shall pay Granatelli Motor Sports for all additional charges resulting there from.
9. **SALVATORY CLAUSE:** The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof.
10. **PERSONAL GUARANTEE:** The individual, by signing this credit application/agreement is executing this application on behalf of buyer and personally guarantees, and agrees to be personally liable for failure of the performance by buyer of, any and all of buyers' obligations under this application with Granatelli Motor Sports, Inc. Including timely payment of any and all sums due to Granatelli Motor Sports, Inc. The personal guarantee also applies in the event that the buyer declares bankruptcy or applies for bankruptcy protection. If the credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation. For additional terms and conditions, see our sales and service agreement.

I have read the terms and conditions stated above and agree to all of these terms and conditions.

Authorized signature: _____

Printed name: _____

Title: _____ Date: _____