

CONFIDENTIAL

To Whom It May Concern:

The undersigned hereby authorizes the release of all credit information requested by Tactical Orange LLC.

Name of Company: _____

Authorized Signature: _____

Print Name Signed: _____

Title: _____

Date: _____

(A facsimile or copy of my signature shall be deemed to be an original.)

ACCOUNT APPLICATION

Owner/Officer _____ Application Date _____
Legal Business Name _____ Federal Tax ID or SSN _____
DBA (if applicable) _____
Address _____ How many years? _____
City _____ State _____ Zip _____
Phone# (____) _____ Fax# (____) _____ eMail _____
() Corporation in the state of _____ () Partnership () Sole Proprietor () Limited Liability Corp.
Type of Business _____
Number of Years in Business _____ Present Owners Since _____
If less than two (2) years in business, prior employment of principal(s) _____
Have you (or a company you had ownership in) ever declared bankruptcy? () No () Yes Year _____
Website: _____ Store Size _____ sq ft #employees _____ Annual Sales \$ _____
Own, Rent or Lease _____ Landlord's Name _____ Phone# (____) _____

REFERENCES

Bank Name _____ How Long? _____
Address _____ City _____ State _____ Zip _____
Contact _____ Account # _____
Phone# (____) _____ Fax# (____) _____ eMail _____

1) Trade – Company Name _____ How Long? _____
Address _____ City _____ State _____ Zip _____
Contact _____ Account # _____
Phone# (____) _____ Fax# (____) _____ eMail _____

2) Trade – Company Name _____ How Long? _____
Address _____ City _____ State _____ Zip _____
Contact _____ Account # _____
Phone# (____) _____ Fax# (____) _____ eMail _____

3) Trade – Company Name _____ How Long? _____
Address _____ City _____ State _____ Zip _____
Contact _____ Account # _____
Phone# (____) _____ Fax# (____) _____ eMail _____

Owner(s), Officer(s), Partner(s)

1) Full Name _____ Title _____
SSN _____ Residence Address _____
City _____ State _____ Zip _____ Phone# (____) _____

2) Full Name _____ Title _____
SSN _____ Residence Address _____
City _____ State _____ Zip _____ Phone# (____) _____

3) Full Name _____ Title _____
SSN _____ Residence Address _____
City _____ State _____ Zip _____ Phone# (____) _____

TERMS AND CONDITIONS

- 1) All product purchased by applicant is for resale only and cannot be shipped without a tax certificate.
- 2) If granted credit, applicant agrees to pay all invoices within the terms and conditions listed thereon.
- 3) Any invoices remaining unpaid after the date the invoice is due shall, where permitted by law, be subject to a service charge of 2.5% of the unpaid balance per month.
- 4) It is agreed that my/our account will become COD if I/we fail to pay invoices within the stated terms.
- 5) Any returned checks shall be subject to a service charge of \$25.00 per check and my/our account will be changed to cash only.
- 6) I certify that my/our financial conditions is/are satisfactory and I/we can meet all financial obligations and that there are no lawsuits or judgements against me/us at this time. In the event that my/our account is referred to a collection agency or attorney for collection, I/we agree to waive all rights to a jury trial and agree to pay all costs of collection including legal fees, collection fees, post-judgement interest and court costs, including of any appeal.
- 7) Tactical Orange LLC makes no warranties whatsoever in connection with the merchandise it sells.
- 8) Tactical Orange LLC will not accept returned merchandise without prior authorization. If merchandise is being returned due to a processing error on the part of Tactical Orange LLC, the customer will be credited with the cost of shipping.
- 9) Customer warrants that he/she will notify Tactical Orange LLC, in writing, of any change of address, ownership or control of business within 10 days of such change.
- 10) To secure the payment to Tactical Orange LLC of all accounts of the customer to Tactical Orange LLC, the customer does hereby grant to Tactical Orange LLC a security interest in all merchandise and inventory which the customer may at any time have purchased or will purchase from Tactical Orange LLC, whether said purchases have been made in the past or will be made in the future. Said security interest will secure all amounts owed Tactical Orange LLC from the customer. In the event of default, Tactical Orange LLC shall be entitled to all the rights of a secured creditor under the Uniform Commercial Code. At the request of Tactical Orange LLC, the customer shall execute a UCC-1 financing statement or, at the option of Tactical Orange LLC, the customer does hereby designate Tactical Orange LLC as it's attorney-in-fact to execute on behalf of the customer these UCC-1 financing statements.
- 11) The undersigned hereby waives any right to a homestead exemption or other exemption from execution on any judgement he/she or it may have under any State law, to the extent waivable under such law. The invalidation of any part hereof shall not act as an invalidation of the whole hereof. All parts hereof not validated shall be enforceable.
- 12) Laws of the State of California shall apply to all transactions between me/us and Tactical Orange LLC. Los Angeles County, State of California is the venue for any litigation between the Parties hereto and I/we do hereby submit to the jurisdiction of the courts of Los Angeles County, Los Angeles, California. In the event Tactical Orange LLC shall resort to legal action to recover indebtedness due to Tactical Orange LLC from me/us, Tactical Orange LLC shall be entitled to recover in addition to the indebtedness and appropriate interest, reasonable attorneys fees together with court costs, and other costs of collections which may result from failure to comply with the standard terms and conditions of sale. The failure of Tactical Orange LLC to insist upon strict performance of any of the terms and conditions contained herein or to exercise any right to remedy(s) shall not be construed as a waiver of its rights to assert of the same or to rely on any such terms or conditions at any time thereafter.
- 13) Product prices are determined by the confirmation I/we receive from Tactical Orange LLC or, in the absence of such confirmation, by Tactical Orange LLC's list prices current at the time of shipment. However, in the event there is an increase in the published list price for the product after confirmation of order, Tactical Orange LLC has the right to increase the price accordingly. Unless otherwise stated, prices will be FOB Tactical Orange LLC's distribution center (freight and insurance prepaid and allowed) and payment will be due within 30 days of invoice date, unless otherwise stated in a signed sales agreement in effect. I/we also agree to reimburse Tactical Orange LLC for any costs of collection should I/we fail to pay Tactical Orange LLC in a timely manner.
- 14) Tactical Orange LLC will not be responsible if Tactical Orange LLC cannot perform under this agreement if events beyond Tactical Orange LLC's control occur which makes it impossible or commercially unreasonable to Tactical Orange LLC to perform, including so-called "Acts of God" or "force majeure" events and raw material shortages.
- 15) Tactical Orange LLC will not be responsible for any harm out of my/our purchase, possession or use of any products supplied by Tactical Orange LLC, my/our use of any function on Tactical Orange LLC's web-site(s) or any technical advice Tactical Orange LLC may offer. Tactical Orange LLC will not be liable for consequential, special, incidental or exemplary damages, including, but not limited to, loss of profits, cost of any substitute for the products I/we bought, claims of third parties or injury to person or property.
- 16) This agreement shall be governed in all respects by the laws of the United States of America and the State of California. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq.
- 17) The undersigned is at least twenty-one (21) years of age.

Authorized Signature(s) _____ Title _____

(Signature of Owner or Corporate Officer Required)

Name _____ Date _____

Authorized Signature(s) _____ Title _____

(Signature of Owner or Corporate Officer Required)

Name _____ Date _____

INDIVIDUAL PERSONAL GUARANTEE

I _____, hereby personally guarantee payment of any and all indebtedness of applicant. In the event that my account is referred to a collection agency or attorney for collection, I agree, to the extent permissible under law, to waive all rights to a jury trial and agree to pay all costs of collection, including legal fees, collection fees, post-judgment interest and court fees, including costs of any appeal. The undersigned hereby waives, to the extent permissible under the laws of the jurisdiction in which this guarantee is sought to be enforced, all presentment, dishonor and notice of protest. The undersigned guarantor further agrees that this guarantee is continuing and that it shall remain in full force and effect as long as there is an outstanding balance owed by the applicant to Tactical Orange LLC. The guarantor further agrees that Tactical Orange LLC may from time to time vary or adjust terms of sale and may agree to extend the due date on any invoice and that such variance or extension shall not operate to release guarantor. Guarantor agrees that this is a guarantee of payment and not of collection. The undersign hereby waives any right to a homestead exemption or other exemption from execution on any judgement he/she or it may have under any State law, to the extent waivable under such law. The invalidation of any part hereof shall not act as an invalidation of the whole hereof. All parts hereof not invalidated shall be enforceable.

Authorized Signature(s) _____ Title _____

(Signature of Owner or Corporate Officer Required)

Name _____ Date _____

FAX completed/signed application along with copy of resale certificate to:

818-301-7458