



# CREDIT APPLICATION

301 North 1st St. W Missoula, MT 59802 Phone: (800) 227-9224 Fax: (406) 728-8998

**PLEASE COMPLETE IN FULL AND SIGN. FAILURE TO COMPLETE MAY DELAY PROCESSING OF APPLICATION.**

Business Name:	D.B.A:
Business Owner's Name:	Business Owner's Phone:
Contact Person:	Contact Phone:
Email Address:	Seller's Permit/Resale Certificate:

**BILL TO ADDRESS:**

**SHIP TO ADDRESS:**

Phone/Fax:	Receiving Staff Email:
AP Email:	Buyer Email:

**TYPE OF BUSINESS:**

Retail     
  Pro Shop (Course-Owned)     
  Pro Shop (Pro-Owned)     
  Other (explain) \_\_\_\_\_

**TYPE OF OWNERSHIP: (Required)**

Sole Proprietor <input type="checkbox"/>	Home Address:	Social Security #:
	_____	
Partnership <input type="checkbox"/>	Partner: _____	Social Security #: _____
	Partner: _____	Social Security #: _____
Corporation <input type="checkbox"/>	State of Corp: _____	Federal ID #: _____
Date Business Established:		Requested Credit Line:

**BANKING INFORMATION:**

Account Name:	Account Number:
Name of Bank:	Bank Address:
Phone:	Contact Name:

**REFERENCES: (Minimum of 4 references are required)**

Name/Acct. #:	Phone:	Name/Acct. #:	Phone:
Name/Acct. #:	Phone:	Name/Acct. #:	Phone:
Name/Acct. #:	Phone:	Name/Acct. #:	Phone:
Name/Acct. #:	Phone:	Name/Acct. #:	Phone:

**TERMS AND CONDITIONS FOR SALE**

This agreement shall be governed by and construed in accordance with the laws of the State of Montana. Applicant consents to the authority and venue of any court located within the State of Montana, and further agrees that any and all causes of action thereunder by and between the parties may be maintained only in the courts of Montana. Any portion of the Application, which shall be ruled invalid shall not invalidate the remainder of the Application.

In consideration of the granting and extension of credit by Seller to Applicant, it is agreed that Applicant will promptly pay all sums when due. In the event that the services of an outside agency or attorney are required to collect an overdue and/or unpaid balances, any and all fees or costs incurred, including attorney fees, will be assessed to Applicant. Applicant further agrees to pay interest at 9.95% per annum, on all delinquent balances and a \$25.00 service charge for non-sufficient funds per occurrence.

All returned re-stockable merchandise must have received, prior to return, a verbal approval and an "RA#". Authorized re-stockable merchandise will be subject to a 10% re-stocking fee. Seller will not reimburse monetarily for re-stockable goods. If credit should arise, the amount will be credited to Applicant's account. Unauthorized returns will be refused and returned to Applicant at Applicant's expense. Payments made by credit card will be accepted, subject to a 1.5% purchase processing fee.

The sole and exclusive remedy for breach of any warranty shall be repair or replacement of defective parts. Seller shall not be liable for incidental or consequential damages as these terms are used in the uniform commercial code.

Unless notified within 10 days of the date of shipments of any shortages, irregularities of dissatisfactions regarding quantities shipped, terms discounts or conditions of sales, it will constitute complete acceptance by Applicant of order as shipped and invoiced. It is understood that if an account is established, the credit line is subject to periodic review, also, shipments may be held or cancelled if the account is delinquent or exceeds the established line of credit. Applicant hereby authorizes Seller to access Applicant's credit records as Seller may deem necessary.

Freight on all orders: F.O.B. Missoula, Montana USA

Prices subject to change without notice. Prices prevailing at time of shipment will apply on all orders, including back ordered items. Applicant agrees to abide by the terms of sales policies set forth in Sun Mountain literature (i.e. catalogs, brochures, sales policy, etc.). Applicant authorizes Sun Mountain Sports, Inc. and /or its credit investigation agency to contact and receive information from the provided references regarding Applicant's business background, reputation, personal character, and credit worthiness. Applicant recognizes that Applicant's credit history may be a factor in the evaluation of this credit application, and hereby consents to and authorizes the use of a consumer credit report, as needed, in Seller's credit evaluations process of Applicant. Applicant certifies that all the information on this form is correct, that the Applicant fully understands Seller's credit terms and sale polices, including charges on overdue invoices, and that Applicant agrees to the proper payment in consideration of extended credit.

**BUSINESS NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**SIGNATURE AUTHORIZED AGENT/OWNER:** X \_\_\_\_\_  
**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PERSONAL GUARANTY**

This agreement shall be governed by and construed in accordance with the laws of the State of Montana. Guarantor consents to the jurisdiction and venue of federal court located within the State of Montana and further agrees that any and all causes of action hereunder by and between the parties may be maintained only in the state of federal courts of Montana. Any portion of this Guaranty which shall be ruled invalid shall not invalidate the remainder of the Guaranty.

In consideration of the extension of credit to Applicant by Seller, Guarantor does jointly and severally guaranty unconditionally the due and prompt payment of any and all sums now owing or which hereafter become owing from Applicant to Seller, including collections costs and/or attorney fees. Guarantor waives notice of acceptance of this Guaranty, notice of any and all indebtedness or obligations nor or hereafter owing, notice by default of payment, demand or diligence and all other notices of any kind. This continuing Guaranty shall remain in full force and effect until revoked by Guarantor by giving 10 days written notice, sent by certified mail, return receipt requested, to Seller of the intent to terminate this agreement. Any such notice shall not affect the liability of Guarantor as to any obligations of Applicant existing before the effective date of termination. Guarantor agrees that in the event of any default by Applicant, Seller shall be entitled to collect from and/or proceed against Guarantor/Applicant jointly or severally at Seller's sole discretion for full payment and without prior demand or notice or any attempts to collect from Applicant.

**SIGNED:** X \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**SIGNED:** X \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**SIGNED:** X \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**SIGNED:** X \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Territory Manager Approval:**  Approve  Disapprove **Signature:** \_\_\_\_\_

# The sale of Sun Mountain products requires adherence to the following sales policy.

Sun Mountain is committed to producing the highest quality golf products in the industry and to selling its products through pro shops and retailers that reflect the company's high standards with regard to product promotion. Sun Mountain has determined that consumer loyalty to its products develops best when those products are sold through quality-based distribution channels by retailers and pro shops that provide superior customer service. In order to protect the quality image of all Sun Mountain products purchased and resold through various outlets in the golf marketplace, Sun Mountain has established the following sales policy.

1. Sun Mountain will continue to value the business of customers who, in its view, share the company's commitment to excellence.
2. All Sun Mountain accounts are encouraged to display and sell the complete Sun Mountain product line. Support of selected products to the exclusion of other Sun Mountain products is strongly discouraged.
3. Customers are strongly encouraged to sell Sun Mountain products at or above published Sun Mountain minimum advertised prices. Advertisements or other printed materials that specify prices lower than the established minimum advertised prices are prohibited. Sun Mountain has determined that pro shops and retailers who advertise at a discount from Sun Mountain's minimum advertised prices substantially erode the quality-based distribution channels for its products and the superior product and quality image invested in by Sun Mountain Sports, Inc., and attached by the consumer to its products and their respective trade names.
4. All Sun Mountain accounts/distributors/resellers must pay invoices in accordance with the payment terms stated on each invoice.
5. Sun Mountain may refuse to sell products to customers who:
  - a. Redistribute those products to outlets not owned by the purchaser unless authorized in writing by Sun Mountain;
  - b. Sell those products from locations other than those known by Sun Mountain;
  - c. Sell any products which, in the opinion of Sun Mountain, infringe upon patents, trademarks or trade dress rights of Sun Mountain or its affiliates;
  - d. Engage in any type of sales practice which is illegal or which could have a negative impact on Sun Mountain's superior product and quality image;
  - e. Engage in any form of deceptive or disparaging advertising practices including misleading advertising, "bait and switch" advertising, and the use of Sun Mountain products as "loss leaders" in advertising;
  - f. Publish any advertisements for Sun Mountain products that specifically refer to prices lower than the published minimum advertised prices;
  - g. Fail to comply with applicable federal, state, county and local laws and ordinances regulating sales and advertising practices by retailers;
  - h. Fail to maintain an experienced and trained staff of golf equipment sales professionals to assist and advise consumers in the selection of their equipment; or
  - i. Fail to provide and maintain attractive facilities for consumers to view and be properly fitted for all Sun Mountain products.

## CHARGES:

All prices are subject to change without notice.

## PAYMENT TERMS:

For approved accounts, we offer variable terms based on sales programs. New accounts are required to submit a Sun Mountain credit application, which is available through any of our representatives or our New Account Department. Late payment will result in delay of future orders as well as the application of a finance charge based on a rate of 9.95% annually.

## WARRANTY

Sun Mountain warrants its products to be free of defects in materials and workmanship. We will repair or replace products at our option. Normalwear and fading of products is not considered a manufacturer's defect. This warranty does not apply to normal deterioration caused by wear and abuse. In this case, we will repair the item for a nominal charge. Sun Mountain is the sole judge of any claim or warranty.

## BAGS & CARTS

Sun Mountain warrants its bags to be free of defects in materials and workmanship for one year from date of purchase. Different carts have specific warranties that are described in product literature. This warranty does not apply to normal deterioration caused by wear and abuse. Sun Mountain may choose to send parts or replace the product. Sun Mountain is the sole judge of any claim or warranty.

## OUTERWEAR

Different garments have specific warranties that are described in attached product literature. All returned items will be tested for defect and repaired or replaced at the sole discretion of Sun Mountain.

## SHIPPING

All goods are FOB Missoula, Montana, shipped standard ground service. Common carrier and express services are available upon request. We may choose to ship via express service when the cost of such service is to the benefit of the customer.

## SUBSTITUTION POLICY

In the interest of shipping requested product quantities and to ensure customers receive optimal freight rates, Sun Mountain may substitute product colors based on availability unless otherwise requested. Substitutions will be made judiciously and in colors consistent with the original request.

## RETURN POLICY

Before returning any merchandise, you must receive an authorization number from our Customer Service Department. Defective items must be clearly marked as to the nature of the defect. Please take care to pack return items to ensure that no damage will occur in shipping.

- Non-defective merchandise will be accepted if returned within 30 days of the original shipping date. A 10% restocking fee, as well as freight charges incurred, will be charged on refused or returned merchandise.

- Items that are special ordered, modified, fabricated or embroidered to special requirements cannot be returned.

- Freight charges for refusal of merchandise or orders returned without authorization are the responsibility of the customer.

- Many problems encountered with bags and carts can be repaired without returning the merchandise. Please do not return any product without authorization. Do not assume that damaged or defective merchandise will be credited.

## CANCELLATION

To cancel an order, call our Customer Service Department to obtain a cancellation number. Refused orders which have not been assigned a cancellation number will be subject to the restocking fee as well as freight charges incurred. Custom orders or products which are nonstandard in any way may not be cancelled.

## SHIPPING DISCREPANCIES

If shipment is received short or damaged, you must file a claim with the carrier immediately before notifying Sun Mountain. Do not discard original shipping cartons as this is frequently used to determine responsibility or damage.

These policies are not meant to be exhaustive, or to confer any rights upon customers not conferred by express agreement. Sun Mountain reserves the right to change these policies.

