



**BUILT STRONG.
ATTACHED FOR LIFE.**

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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 origin, sex, marital status, age, (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's 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 it 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 unless otherwise specified on each 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 hereby grants to Blue Diamond a continuing purchase money security interest ("PMSI") in all goods sold or delivered by Blue Diamond to Customer from time to time that constitute inventory in the hands of Customer (the "Inventory"), together with:

- (a) All accessions to, replacements of, substitutions for, and additions to such Inventory;
- (b) All identifiable proceeds of such Inventory, including without limitation cash proceeds, non-cash proceeds, accounts, accounts receivable, chattel paper (tangible and electronic), payment intangibles, instruments, and all insurance proceeds or claims arising from loss of or damage to such Inventory; and
- (c) All rights to payment now existing or hereafter arising from the sale, lease, license, or other disposition of such Inventory by Customer.

The security interest granted herein secures the payment in full of the purchase price of the Inventory and all other obligations arising from or related to the sale of such Inventory.

Customer acknowledges and agrees that:

1. The security interest granted herein is intended to qualify as a purchase money security interest in inventory under Article 9 of the Uniform Commercial Code;
2. The security interest attaches upon Customer's receipt of possession of the Inventory;
3. Blue Diamond is authorized to file one or more financing statements covering the Inventory and proceeds thereof in the jurisdiction required under the Uniform Commercial Code prior to Customer's receipt of such Inventory;
4. Blue Diamond is authorized to provide authenticated notice to any prior secured party holding a security interest in Customer's inventory in order to preserve PMSI superpriority status; and
5. This security interest extends to after-acquired Inventory of the same type purchased from Blue Diamond and to all identifiable proceeds thereof.

Customer hereby irrevocably appoints Blue Diamond as its attorney-in-fact, coupled with an interest, to file financing statements and amendments describing the Inventory and proceeds without Customer's signature, and to take such actions as Blue Diamond deems necessary to perfect and maintain the PMSI granted herein.

Upon Customer's failure to pay any obligation when due, Blue Diamond shall have all rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to repossess Inventory and to notify account debtors to remit proceeds directly to Blue Diamond.

Title to the Inventory shall pass to Customer only upon payment in full of the purchase price thereof; provided, however, that retention of title shall not limit or impair the purchase money security interest granted herein.

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 herein 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 these terms and conditions. These terms and conditions 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: _____