

APPLICATION AND AGREEMENT FOR CREDIT ACCOUNT

Terms and Conditions:

1. This Agreement shall be binding upon customer for all sales and/or purchases of Scorpion Sports, Inc. products for which a credit balance shall at any time exist;
2. Customer agrees to promptly pay when due, all balances owing upon customer's credit account within the regular and ordinary credit terms of Scorpion Sports, Inc.;
3. In the event that customer shall fail to pay any credit account balance when due, then in such event, customer agrees to pay to Scorpion Sports, Inc., interest at the rate of 1_% per month, commencing the first date following the due date, and thereafter added to principal;
4. In the event of nonpayment, customer hereby agrees to pay, in addition to the principal and interest, all reasonable attorney's fees and Court costs;
5. Customer shall, within a reasonable time after written request of Scorpion Sports, Inc., provide company with its current financial information, including financial statements, bank references and current trade references, for the purpose of updating this agreement and increasing/decreasing the credit account of customer. Scorpion Sports, Inc. may, at any time, without written notice to customer, terminate this agreement, with or without cause, in which event Scorpion Sports, Inc. shall notify customer and thereafter, purchases by customer shall be for cash, C.O.D. or equivalent.
6. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process. (Does not apply to incorporated companies).

Signature

Company Name

Date

Print Full Name

Title
