

SUNWOOD

6990 South 300 West
Midvale, UT 84047

APPLICATION FOR CREDIT/SERVICES and TERMS GOVERNING PAYMENT

FIRM NAME: _____ PHONE: _____
ADDRESS: _____ FAX: _____
CITY: _____ E-MAIL: _____
STATE: _____ ZIP: _____

Business Is: Sole Proprietorship _____ Gen. Partnership _____ Corporation _____
Limited Liability Co. _____ Ltd. Partnership _____ Other (describe): _____

Business Began: _____ Years this Company in Business: _____

Gross Annual Sales \$ _____ Annual Net Income: \$ _____

WHERE TO SEND INVOICES/BILLING

TO: _____
ACCOUNTS PAYABLE: _____ PHONE: _____
ADDRESS: _____ FAX: _____
CITY: _____ E-MAIL: _____
STATE: _____ ZIP: _____

PRINCIPALS OF THE CUSTOMER

(e.g., proprietor, corporate officers, corporate directors, general partners, LLC's managers)

Name	Title	Street Address	City	State	Zip	Phone
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____

THE FOLLOWING MUST BE PROVIDED. IT WILL BE HELD IN THE STRICTEST CONFIDENCE:

BANK REFERENCE:

NAME: _____ PHONE: _____
ADDRESS: _____ FAX: _____

NAME AND ADDRESS OF STATE REGISTERED AGENT:

NAME: _____ PHONE: _____
ADDRESS: _____ FAX: _____
CITY: _____ STATE: _____

TERMS & CONDITIONS GOVERNING FUTURE CONTRACTS & TRANSACTIONS

CUSTOMER HEREBY AGREES THAT ALL SALES, SERVICES, OR OTHER TRANSACTIONS (COLLECTIVELY "TRANSACTIONS") BETWEEN IT AND SUNWOOD DISTRIBUTION, LLC SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS:

a. Approval of this Credit Application by Sunwood Distribution, LLC ("Sunwood") shall not by itself impose any obligation on the part of Sunwood to enter into any transactions with Customer. This Credit Application shall, however, constitute representations upon which Sunwood will rely in deciding whether to enter into any future transactions with Customer, and in deciding the terms of such transactions. This Credit Application shall be deemed incorporated into (i) any future written agreement governing a particular transaction, or (ii) any transaction which may take place without a written agreement. The terms in a written agreement shall govern for the applicable transaction over any conflicting terms in this Credit Application.

b. Customer agrees that all payments shall be due and payable at Sunwood's place of business as stated at the beginning of this Credit Application, or at such place as Sunwood may from time to time designate.

c. Customer agrees that all amounts owing to Sunwood are due and payable thirty (30) days after the date of such invoice. Any amount not paid to Sunwood when due shall bear INTEREST AT THE RATE OF 18% PER ANNUM. Regardless of whether Customer is in default in payments, Sunwood retains the right to refuse any previously approved credit, to place Customer on C.O.D. status, to require third-party guarantees, or to impose any other terms and conditions for future deliveries or transactions. In the event of non-payment, Sunwood may place a mechanics lien on Customer's property as permitted by applicable state law.

d. Any dispute with respect to the enforcement or interpretation of this Credit Application or transactions with Sunwood must take place in the appropriate court located in Salt Lake County, Utah. Customer submits to the personal jurisdiction of the state and federal courts located in Salt Lake County, Utah. The prevailing party to any such dispute shall be entitled to an award of reasonable attorneys' fees and collection expenses from the nonprevailing party. This Credit Application and Transactions shall be governed by the laws of the State of Utah. Without limiting the foregoing, the Customer shall not file any judicial action in any other forum.

Customer expressly warrants that Sunwood may rely on the accuracy of the information stated herein. Customer warrants and represents that Customer will advise Sunwood in writing of any changes in the foregoing information prior to placing any orders for merchandise or services, and prior to requesting any new credit.

Customer Name (please print)

By: _____
Its president or other officer or agent who
is authorized to bind the Customer

Date: _____

CONTINUING UNCONDITIONAL GUARANTY OF PAYMENT

This Guaranty is executed this ____ day of _____, 20____, by _____ (“Guarantor”), to SUNWOOD DISTRIBUTION, LLC, a Utah limited liability company (“Sunwood”).

a. Unconditional Guaranty. For valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, and in consideration of Sunwood advancing credit to _____ (“Customer”), Guarantor executes this Continuing Unconditional Guaranty of Payment (“Guaranty”) and, pursuant to the terms and conditions herein, unconditionally and absolutely guarantees to Sunwood the due and punctual payment and performance of any and all Obligations (defined below) of Customer to Sunwood. This Guaranty is continuing and absolute and is not subject to any condition.

b. Definition of Obligations. The word “Obligations” is used herein in its most comprehensive sense with respect to the obligations of Customer to Sunwood, as evidenced by that certain Application for Credit/Services, including all interest, late charges, loan fees, and costs, including, without limitation, attorneys’ fees, that may be incurred in enforcing the amounts due thereunder.

c. Revocation, Modification, and Amendment. This Guaranty cannot be waived, abandoned, terminated, released, amended, or modified in any way, except by a specific written instrument signed by Sunwood.

d. Nature of Guarantor’s Obligation. If more than one person or entity executes this Guaranty or otherwise guarantees repayment of the Obligations, every obligation of Guarantor hereunder is the joint and several obligation of each Guarantor. The liability of Guarantor is not affected by (a) the failure of any other person or entity to sign this Guaranty even if, at the time of the undertaking herein set forth, Guarantor contemplated such person or entity would be a party to this Guaranty; (b) any revocation of this Guaranty; or (c) the death of any Guarantor. Additionally, Guarantor’s obligations are independent of the obligations of Customer. Sunwood may bring and prosecute a separate action or actions against Customer, whether Customer is or has been joined in any action brought by Sunwood. This Guaranty is a guaranty of payment and performance and not of collectability.

e. Guarantor’s Authorizations. Guarantor authorizes Sunwood, without notice or demand and without affecting Guarantor’s liability hereunder, from time to time, to (a) renew, compromise, extend, or change the terms of the Obligations or any part thereof, or enter into additional or different agreements with Customer; (b) compromise disputes with Customer, any other Guarantor, or with anyone acting on behalf of Customer, including, without limitation, a trustee in bankruptcy, liquidation, or reorganization of Customer, other trustees, receivers, assignees for the benefit of creditors, or agents of Customer; (c) take and hold security for the payment of this Guaranty or the Obligations and exchange, enforce, waive, or release any such security; (d) apply any payments received and the proceeds of any security, and direct the order or manner of sale of such security, as Sunwood, in its discretion, may determine; and (e) without notice, assign this Guaranty in whole or in part.

f. Guarantor’s Waivers.

(1) Election of Remedies. Guarantor waives any right to require Sunwood to (i) proceed against Customer; (ii) proceed against or exhaust any security obtained by Sunwood

from Customer, Guarantor, or others; (iii) proceed against Customer in a timely manner; or (iv) pursue any other remedy in Sunwood's power whatsoever.

(2) Defenses of Customer. Guarantor waives any right to assert any claim, defense, counterclaim, and setoff, other than prior performance, that Customer may have or assert against Sunwood. This waiver includes, without limitation, Guarantor's waiver of any right to assert any defense arising by reason of: (i) any disability of Customer; (ii) any conduct or omission of Sunwood in enforcing or failing to enforce any provision of any agreement between Customer and Sunwood; (iii) any tort, contract, or other claim of Customer (including without limitation, lender liability fraud, accord and satisfaction, bad faith, usury, equitable subordination, and interference with contract); and (iv) the cessation for any cause whatsoever of the liability of Customer to Sunwood.

(3) Notices. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Guaranty. Guarantor waives notice of death of or revocation by any other Guarantor

g. Subordination. All debts, obligations, and liabilities of Customer now or hereafter held by Guarantor (collectively, "Guarantor's Claims") are hereby subordinated to the Obligations. Upon Sunwood's request, Guarantor will collect, enforce, and receive any or all of Guarantor's Claims as trustee for Sunwood and pay the proceeds over to Sunwood on account of the Obligations without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

h. No Commitment to Lend. This Guaranty does not create or represent an obligation on the part of Sunwood to permit Customer to incur Obligations or create or continue in any credit relationship. The termination by Sunwood of any agreement with Customer or the refusal by Sunwood to enter into any additional agreement with Customer does not affect the liability of Guarantor.

i. Miscellaneous Provisions.

(1) Change of Name or Form. The liability of Guarantor is not excused or limited by a change in the name of Customer or a change in the form of Customer by reason of merger, acquisition, or consolidation, or by a change in the type or nature of business carried on by Customer, or by any sale, lease, or transfer of any or all of the assets, ownership interests, or stock of Customer.

(2) Costs and Fees. Guarantor will pay to Sunwood reasonable attorneys' fees and all other costs and expenses which may be incurred by Sunwood in the enforcement of this Guaranty, whether or not any court action is involved, including, without limitation, legal expenses in connection with bankruptcy, appeals, and post-judgment collection services.

(3) Joint Property. Guarantor acknowledges that recourse may be had against Guarantor's separate property as well as Guarantor's interest in any joint property for all obligations under this Guaranty.

(4) Successors. This Guaranty is binding on Guarantor, Guarantor's heirs, legal representatives, assigns, and successors in interest, the same as if Guarantor had contracted for payment of the Obligations rather than Customer.

(5) Construction. The obligations of this Guaranty shall be liberally construed to effectuate the purpose of providing an absolute and unconditional guaranty to Sunwood or its order as to all Obligations. This Guaranty is made in and shall be governed by the laws of the State of Utah. Guarantor hereby submits to the jurisdiction of any state or federal court in the State of Utah. This document constitutes a final written expression of all the terms of Guarantor's guaranty of the Obligations and is a complete and exclusive statement of those terms. Any representations, promises, warranties, or statements by or on behalf of Sunwood that differs in any way from the terms of this Guaranty shall be given no force or effect.

EXECUTED as of the date first set forth above.

GUARANTOR:

By: _____

Address: _____

Tel. No. _____



Utah State Tax Commission
Exemption Certificate
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 1/09

Name of business or institution claiming exemption (purchaser)		Telephone Number	
Street Address	City	State	ZIP Code
Authorized Signature	Name (please print)	Title	
Name of Seller or Supplier:			Date

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
 Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

RESALE OR RE-LEASE

Sales Tax License No. _____
 I certify I am a dealer in tangible personal property or services that is for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

LEASEBACKS

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

AGRICULTURAL PRODUCER

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption.

COMMERCIAL AIRLINES

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES

Sales Tax License No. _____
 I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

FILM, TELEVISION, VIDEO

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

POLLUTION CONTROL FACILITY

Sales Tax License No. _____
 I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-2-123 through 19-2-127 and as explained in Tax Commission Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

MEDICAL EQUIPMENT

I certify the equipment or device checked below is prescribed by a licensed physician for human use.

- Durable Medical Equipment primarily used to serve a medical purpose, is not worn in or on the body, and is for home use only. (Sales of spas and saunas are taxable.)
- Mobility Enhancing Equipment primarily used to improve movement, is for use in a home or motor vehicle, and is not used by persons with normal mobility.
- Prosthetic Device used to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)
- Disposable Home Medical Equipment or Supplies that cannot withstand repeated use and purchased by, for, or on behalf of a person other than a health care facility, health care provider or office of a health care provider. The equipment and supplies must be eligible for payment under Title XVIII, federal Social Security Act, or the state plan for medical assistance under Title XIX, federal Social Security Act.

OUT-OF-STATE CONSTRUCTION MATERIALS

I certify this tangible personal property will be shipped out of state and will become part of real property located in a state that does not have a sales tax or allow credit for tax paid to Utah.

CONSTRUCTION MATERIALS PURCHASED FOR AIRPORTS

I certify the construction materials are for a new airport owned or operated by a city in Davis, Utah, Washington or Weber County. I further certify the construction materials will be installed or converted into real property owned by and located at the airport.

CONSTRUCTION MATERIALS PURCHASED FOR RELIGIOUS AND CHARITABLE ORGANIZATIONS

I certify the construction materials purchased are on behalf of a religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: _____

Sales Tax Exemption No. _____

Name of project: _____

DIRECT MAIL

Sales Tax License No. _____
 I certify I will report and pay the sales tax for direct mail purchases on my next Utah Sales and Use Tax Return.