



1338 W. Storm Parkway
Suite D
Torrance Ca 90501
800.743.0772

EZ Credit Application

Note: To process request for credit terms, please complete/submit the following: 1) Credit Application. 2) Notarized Purchase Agreement. 3) Blanket Resale Certificate. 4) Certificate of Accreditation. 5) Proof of Surety Bond.

Credit Limit Requested _____ Requested Terms _____

Estimate Shoprider Orders in the next 12 months _____

Company Details

Date of Application _____

Name of Customer (Legal Name) _____

Trade Name _____

Mailing Address

Shipping Address

Phone Number _____

Fax Number _____

Contact Person _____

A/P Person _____

Email Address _____

Business Facts

Please check one: Proprietorship Partnership Corporation Other

Formed/Incorporated under law of _____

Fed Tax ID _____ Seller's Permit No. _____ No. of Employees _____

Annual Gross Sales _____ Sales Mix _____ % of Total Sales

Wheel Chairs/Scooters _____

Oxygen/Respiratory _____

Other HME Equipment _____

Details of Owners:

Name _____

Position in the Company _____

% Ownership in the Business _____

Social Security No. _____

Address

Have you filed for Bankruptcy? Yes No

Details of Owners:

Name _____ Position in the Company _____
% Ownership in the Business _____ Social Security No. _____
Address _____
Have you filed for Bankruptcy? Yes No

Credit References (Please provide the top three vendors)

Business/Trade Name	Account No.	Tel No.	Fax No.
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

Bank Reference

_____	_____	_____
Name of Account Holder	Account Number	Bank Officer Name
_____	_____	_____
Bank Name	Phone Number	Fax Number

Address		

By Completing this application, the company/officers/owners and/or gurantors agree and consent to allow Shoprider Mobility Products, Inc. to utilize the services of a credit agency for the purpose of investigating the applicant's credit worthiness. The customer also authorizes Shoprider to conduct credit inquiries with Bank and Trade references. The undersign attests that the information is accurate an is and authorized signatory of the company.

Name & Signature of Customer _____ Date _____

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into between Shoprider Mobility Products, Inc., a California corporation with a business address at 1338 Storm Parkway Suite D Torrance CA 90505 (“Shoprider”), and _____, _____ a corporation/partnership/proprietorship registered in the state of _____ with a business address at _____ (Buyer”), effective as of _____, 20____ (the “Effective Date”).”

SALE OF PRODUCTS. Upon the terms set out hereinafter, Shoprider agrees to sell, and Buyer agrees to purchase, power scooters, power chairs, electric bicycles, and related equipment distributed by Shoprider (“Products”).

PLACEMENT OF ORDER. Buyer can place an order either through (i) faxing or emailing a purchase order to Shoprider; or (ii) calling in the order to Shoprider. If Buyer opts to call in the order, Shoprider will fax/email a confirmation of the order to Buyer.

PRICE AND TERMS OF PAYMENT. The prices of the Products ordered will be as set forth in any pricing agreement signed by both Buyer and Shoprider that is in effect at the time of ordering, or, if no such agreement is then in effect, at the prices set forth in Shoprider’s latest published price list. Terms of payment will be cash in advance, unless otherwise agreed by Shoprider and confirmed in writing (facsimile, e-mail or otherwise) by Shoprider. However, should Buyer fail to make any payment owing to Shoprider on a due and timely basis or otherwise breach any of its obligations under this Agreement, or should Buyer become insolvent or Shoprider become commercially insecure about Buyer’s ability to pay Shoprider’s invoices as they come due, Shoprider may revoke any credit terms theretofore extended to Buyer and require that all subsequent orders be paid for on a cash in advance basis.

BUYER’S CREDIT WORTHINESS. Buyer shall, upon Shoprider’s request from time to time, provide Shoprider with Buyer’s financial statements, bank statements and/or such other documentation as Shoprider shall reasonably request in order to ascertain Buyer’s credit worthiness. Buyer also authorizes Shoprider to inquire into and obtain information relating to Buyer’s credit worthiness from any banks, lending institutions and/or credit reporting agencies.

RESALE CERTIFICATE. Buyer will submit to Shoprider a valid resale certificate or exemption certificate prior to placing its initial order and will ensure that the certificate remains active. If Buyer’s certificate is no longer valid, Buyer agrees to pay any and all sales, use or other taxes (plus interest and penalties) that may be levied against Shoprider by any taxing authority by virtue of Shoprider’s sales of Products to Buyer.

TAXES. All federal, state, local, municipal or other excise, sales, use, property, or other taxes or fees, import duties and charges that relate to Shoprider’s sale of Products to Buyer, are the responsibility of Buyer.

INSURANCE. Throughout the term of this Agreement and for a period of two years thereafter, Buyer shall obtain and maintain at its sole cost and expense products liability and general liability insurance issued by insurance companies satisfactory to Shoprider and in form acceptable to Shoprider. The amount of coverage shall be a minimum of \$1,000,000.00 U.S. Dollars combined single limit for each single occurrence for bodily injury or property damage, with an aggregate limit of not less than \$2,000,000.00 U.S. Dollars, or at least in the amounts required by Medicare, Medicaid or other 3rd party payors. Said policy shall provide for thirty (30) days’ written notice to Shoprider from the insurer in the event of any modification, cancellation or termination of said policy.

PAST DUE BALANCES. All past due balances will accrue interest at 2% per month or the highest rate allowed by law, whichever is lower. All collection costs incurred by Shoprider (including, without limitation, attorney’s fees, court costs and out-of-pocket costs) will be reimbursed by Buyer.

NO OFFSETS. All amounts to be paid by Buyer will be without offset or deduction. Shoprider will apply all payments to the earliest obligation remaining unpaid.

SECURITY AGREEMENT. As collateral security for Buyer's payment and performance of all of Buyer's obligations under this Agreement (including, without limitation, the payment of Shoprider's invoices for any Products sold to Buyer hereunder), Buyer grants to Shoprider a security interest in the Products, now owned or after acquired, replacements thereof, accessories thereto, and proceeds and receivables from the sale thereof. In addition, Buyer grants to Shoprider a security interest in all equipment inventory, now owned or after hereafter acquired; all proceeds and receivables from the sale thereof including deposit accounts; all equipment, chattel paper, deposit accounts, money and general intangibles whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral"). Shoprider will have the right to record financing, and continuation statements that perfect Shoprider's security interest in the Collateral. Buyer represents and warrants that the Collateral granted by this section will be first in priority to any other security interest granted by Buyer. At the request of Shoprider, Buyer will execute, and deliver to Shoprider, all Security Agreements and other documents prepared by Shoprider that Shoprider determines will affect the terms of this section. The foregoing interests shall secure the performance of all duties and obligations of Buyer under this Agreement.

GUARANTY. All obligations of Buyer as set forth in this Agreement are guaranteed pursuant to a Personal Guaranty (the "Personal Guaranty") of _____ ("Guarantor"). A copy of the Personal Guaranty is attached hereto as Exhibit "A". The parties acknowledge that Guarantor will benefit from the execution of this Agreement, and that Shoprider would not have agreed to execute this Agreement without the execution of the Personal Guaranty.

SHIPPING. Shoprider will ship Buyer's orders in a timely manner on a best efforts basis. Shoprider will not be responsible for delays outside of its control, including but not limited to: strikes, fire, accident, explosion or act of God, or due to any priority system set up by the US government, any foreign governments, any government agents (US or foreign) or any other authority having jurisdiction. When Products are in transit, the risk of loss from any casualty to the Products will be borne by Shoprider. This risk will shift to Buyer upon receipt of the Products at the place of delivery. If Buyer is returning a Product, Buyer will bear the risk of loss until the item is received by Shoprider. In either case, shipping costs will be the sole responsibility of Buyer. Such shipping costs include, without limitation, freight charges and accessorial charges (such as, but not limited to, charges associated with lift gates, inside delivery, residential delivery, re-consignment and re-delivery). Shoprider shall not be required to ship any order to Buyer if any of Shoprider's invoices to Buyer are then past due, or if Buyer is otherwise in breach of any of its obligations to Shoprider.

INSPECTION. Shoprider must be notified within 48 hours of delivery of any shipping damage (concealed or apparent). If Buyer inspects the Products at once upon delivery and notices any loss or damage, Buyer will note such loss or damage on the freight bill or express receipt, and the freight carrier's agent will sign such bill or receipt. When loss or damage is concealed or is not apparent until the unit is unpacked, Buyer must within 24 hours of delivery sent a written request for inspection to the carrier. The damaged item must not be reshipped unless instructed by Shoprider. Late notification or failure to follow notification procedures may result in denial of damage claim. If the shipping claim cannot be filed due to excessive time passed, item reshipped or any other reason, Shoprider will not be responsible for any charges that may be incurred.

RETURNS FOR CREDIT. All sales are final unless a return is authorized by a Shoprider representative. Authorized returns must be in new condition, and in the original packaging. Returns are subject to shipping charges and a 20% restocking fee which is contingent upon inspection. All authorized returns must obtain a valid return authorization number either in writing or verbally. No credit will be issued for unauthorized returns.

RETURN FOR INSPECTION. All authorized returns must obtain a valid return authorization number either in writing or

verbally. Return items for inspection must be returned in a well-packaged box. Returns shipped to Shoprider in working condition may be subject to a 20% restocking fee, all shipping charges and/or no credit.

DISCLAIMER. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED BY SHOPRIDER, SHOPRIDER DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TERM; TERMINATION. The term of this Agreement shall commence on the Effective Date and continue in full force and effect thereafter until terminated by either party upon giving at least 30 days' prior written notice to the other party; provided, however, that Shoprider may not terminate this Agreement pursuant to this sentence effective less than one year after the Effective Date. Shoprider may, however, terminate this Agreement, effective immediately, at any time following any failure by Buyer to pay any of Shoprider's invoices on a timely basis or other breach by Buyer of any of its obligations under this Agreement.

FURTHER ASSURANCES. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

NOTICE. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out in the first paragraph of this Agreement or to Buyer's present address.

SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon the determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

AMENDMENT AND MODIFICATION.

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

WAIVER.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any

other right, remedy, power or privilege.

ASSIGNMENT. Buyer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Shoprider. Any purported assignment or delegation in violation of this paragraph shall be null and void.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER: _____
Name of Company/Buyer

SHOPRIDER MOBILITY PRODUCTS, INC.

By: _____

By: _____

David Lin, President

Name: _____

Title: _____

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (“Guaranty”) is given by _____, _____ (the “Guarantor”), to Shoprider Mobility Products, Inc., a California corporation, (“Shoprider”).

Guarantor hereby absolutely, unconditionally and irrevocably guarantees and promises the full performance and observance of any and all times, covenants, obligations, conditions, provisions and limitations set forth to be performed or observed by ____, a ____ (the “Company”), in that certain Purchase Agreement dated ____, 20____, by and between Company and Shoprider (the “Agreement”), and that if default shall made at any time and in any manner by the Company under such Agreement, Guarantor shall pay to Shoprider the balance due as set forth in the Agreement, together with all accrued and unpaid interest and all costs and expenses of collection, plus any other amounts then owing to Shoprider pursuant to the terms of the Agreement as of that time.

This Guaranty is a continuing guaranty which shall remain in effect until all monies due under the Agreement to Shoprider are paid in full.

It is specifically agreed that the term of the Agreement may be modified by written agreement between the Company and Shoprider, and that this Guaranty shall guarantee the performance of said Agreement as so modified.

No notice of default need be given to Guarantor; it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Shoprider may proceed immediately against Guarantor following any breach or default by the Company or for the enforcement of any rights which Shoprider may have as against the Company under the terms of the Agreement or at law or in equity.

Shoprider shall have the right to proceed against Guarantor hereunder following any breach or default by the Company without first proceeding against the Company and without previous notice to or demand upon either the Company or Guarantor.

Guarantor hereby waives (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) all rights to assert or plead any statute of limitation relating to this Guaranty or the Agreement, (d) any rights require Shoprider to proceed against the Company or any other person or entity liable to Shoprider, (e) any right to require Shoprider to proceed under any other remedy Shoprider may have before proceeding against Guarantor, and (f) any right of subrogation.

This Guaranty and all rights, obligations and liability arising hereunder shall be construed according to the laws of the State of California. Guarantor hereby agrees that any action to enforce the provisions of this Guaranty may be brought, in Shoprider’s sole discretion, in any federal or state court located within the County of Los Angeles, State of California, and by execution and delivery of this Guaranty, Guarantor expressly, irrevocably and unconditionally (a) accepts the nonexclusive jurisdiction of such courts, (b) consents to and submits to the exercise of personal jurisdiction by such courts, (c) agrees to be bound by any final judgment rendered thereby in connection with this Guaranty, and (d) waives (i) any objection Guarantor may now or hereafter have to the laying of venue in any of such courts and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient form.

No delay on the part of Shoprider in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Shoprider to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty or any termination hereof be effective unless in a writing signed by Shoprider, and no such waiver shall be applicable except in the specific instance for which given.

If Guarantor defaults in performance of its obligation hereunder, Guarantor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Shoprider in enforcing this Guaranty. All obligations of Company to Guarantor which presently or in the future may exist are hereby subordinated to the obligations of Guarantor hereunder.

If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law. It is the intention of Guarantor and Shoprider that each provision of this Guaranty be fully enforceable, and that all of the provisions hereof shall be interpreted so as to avoid being found void, unenforceable or invalid.

This Guaranty shall inure to the benefit of Shoprider and its successors and assigns.

GUARANTOR:

Dated: _____

ACKNOWLEDGMENT

State of _____)
) SS.
County of _____)

On _____, 20____, before me, _____, Notary Public in and for the State of _____, personally whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Signature



1338 W. Storm Parkway
Suite D
Torrance Ca 90501
800.743.0772

Blanket Resale Certificate

Sales & Use Tax Permit No. _____

Issuing State _____

Buyer / Business _____

Customer No. _____

Shoprider Use Only

Address _____

City, State & Zip _____

Type of Business Corporation Partnership Proprietorship Other (describe below)

Types of items purchased _____

I, (the buyer) hereby certify that I am purchasing the items listed above

(Please check appropriate line below)

_____ for the resale in the regular course of business without intervening use in the regular course of business,

_____ for use as an ingredient or component part of a new article of tangible personal property to be produced for sale,

I acknowledge that I am solely responsible for purchasing the items listed above. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects me to all applicable penalties imposed by the issuing state of the resale certificate.

Signature of person authorized to sign Resale Certificate _____

Name of person authorized to sign Resale Certificate _____

Title _____ Date _____

Ceo / Owner / President

Effective Date _____

Seller Shoprider Mobility Products, Inc.
1338 W. Storm Parkway
Suite D
Torrance, CA. 90501
Fax: 888.896.8185