

21184 S. Figueroa St.  
 Carson, CA 90745  
 Phone: (888) 896-8866 Fax: (310) 328-6784



MOBILITY PRODUCTS INC.

# 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 and 5) Proof of Surety Bond.*

## COMPANY DETAILS:

Date of Application \_\_\_\_\_

Name of Customer (Legal Name) \_\_\_\_\_

Trade Name \_\_\_\_\_

Mailing Address \_\_\_\_\_  
 \_\_\_\_\_

Shipping Address \_\_\_\_\_  
 \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

### Business Facts:

Please check one:  Proprietorship     Partnership  
 Corporation     Others \_\_\_\_\_

Formed/Incorporated under the law of: \_\_\_\_\_

Date business was established: \_\_\_\_\_

FED Tax ID: \_\_\_\_\_ Seller's Permit# \_\_\_\_\_

# of Employees: \_\_\_\_\_

Annual Gross Sales \_\_\_\_\_

Sales Mix: \_\_\_\_\_ % to Total Sales

Wheelchairs/Scooters \_\_\_\_\_

Oxygen/Respiratory \_\_\_\_\_

Other HME Eqpt. \_\_\_\_\_

### Details of Owners:

Name: \_\_\_\_\_

Position in the Company \_\_\_\_\_

% Ownership in the business: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Social Security Number \_\_\_\_\_

Have you ever filed for Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

### Details of Owners:

Name: \_\_\_\_\_

Position in the Company \_\_\_\_\_

% Ownership in the business: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Social Security Number \_\_\_\_\_

Have you ever filed for Bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Credit Limit Requested: \_\_\_\_\_

Requested Terms: \_\_\_\_\_

Estimated Shoprider Orders in the next 12 months: \_\_\_\_\_

### Credit References (must at least provide three)

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
_____	_____	_____

Bank Address: \_\_\_\_\_

*By completing this application, the company/officers/owners and/or guarantors 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 inquiry with Bank and Trade references. The undersign attests that the information is accurate and is an authorized signatory of the company.*

Name & Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_



**MOBILITY PRODUCTS INC.**  
21184 S. Figueroa St. Carson, CA 90745

**PURCHASE AGREEMENT**

**PARTIES.** Shoprider Mobility Products, Inc., a California corporation, of 21184 South Figueroa Street, Carson, CA 90745 ("Shoprider") and \_\_\_\_\_, a \_\_\_\_\_ corporation, with business address at \_\_\_\_\_ (Buyer").

**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 ("Products").

**PLACEMENT OF ORDER.** Buyer will order Products by either (i) submitting a written order (by fax, e-mail or otherwise) to Shoprider that includes the description and quantity of the Products ordered, or (ii) verbally placing an order. If Buyer verbally places an order, then Shoprider will send (facsimile, e-mail or otherwise) a written confirmation of the verbal order to Buyer.

**PRICE AND TERMS OF PAYMENT.** The price and terms of payment per Product ordered will be as set out in the written response by Shoprider to the verbal or written order from Buyer. If Shoprider does not submit a written response to Buyer, then the price and terms of payment per Product ordered will be as set out in the most recent written proposal from Shoprider to Buyer. If the price and terms of payment per Product ordered are not established by either of the preceding two sentences, then the price per Product ordered will be as contained in Shoprider's most recently published price list, and the terms of payment will be as mutually agreed on by Buyer and Shoprider and confirmed in writing (facsimile, e-mail or otherwise) by Shoprider.

**BUYER'S CREDIT WORTHINESS.** At Shoprider's request, Buyer will furnish to Shoprider all documents and information pertaining to Buyer's credit worthiness. Buyer authorizes Shoprider to inquire into and obtain from any bank, lending institution or credit reporting agency, all information relating to Buyer's credit worthiness.

**RESALE CERTIFICATE.** Buyer will have obtained a valid resale certificate or proof of exemption prior to executing this Agreement, and will maintain same in force and effect throughout the term of this Agreement.

**PAST DUE BALANCES.** All past due balances, owed by Buyer to Shoprider, will accrue interest at the lesser of 2% per month or the highest rate allowed by law. All costs incurred by Shoprider in collecting payment from Buyer (including, without limitation, attorney's fees, costs of court, and out-of-pocket costs) will be reimbursed by Buyer.

**CANCELLATION OF EXTENSION OF CREDIT.** Shoprider has the right to cancel the extension of credit and to discontinue deliveries to Buyer at any time. In the event sales to Buyer are discontinued, Buyer will immediately pay, in full, all outstanding amounts owed to Shoprider.

**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.** 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. Shoprider will have the right to record financing and continuation statements that perfect Shoprider's security interest. Buyer represents that the security interest 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 effect the terms of this section. The foregoing interests shall secure the performance of all duties and obligations of Buyer under this Agreement.

**GUARANTY.** Set out below is a signature line for a person or entity to guarantee Buyer's obligations to Shoprider ("Guarantor"). Guarantor guarantees prompt, complete and satisfactory performance of the duties and obligations of Buyer under this Agreement. If Buyer defaults in performance of its obligations, including Buyer's obligation to pay to Shoprider all amounts due under this Agreement, Guarantor will cause such duties and obligations to be performed and will pay to Shoprider all amounts owed by Buyer plus all costs and expenses of collection. If Guarantor defaults in the performance of its obligations, Guarantor will pay all costs and expenses, including reasonable attorney's fees, incurred by Shoprider in enforcing the Guaranty. Guarantor's obligations will be primary and not secondary. The obligations of Guarantor will be co-existive with the obligations of Buyer and will be absolute and unconditional and will not be reduced or affected by any failure or omission to enforce any right against Buyer or Guarantor. Guarantor agrees that Guarantor will benefit for the execution of this Agreement and that Shoprider would not have agreed to execute this Agreement without the execution of this guaranty.

**SHIPPING.** All orders placed by Buyer will be delivered by Shoprider on a best effort basis. Shoprider will not be responsible for delays that are outside of its control. The risk of loss from any casualty to Products will be borne by Shoprider up to the time of receipt of the Products by Buyer at the place of delivery. Thereafter, Buyer will have such risk, including the risk as to any Products subsequently returned to Shoprider, until their receipt by Shoprider. Shipping costs will be the sole responsibility of Buyer. Such shipping costs include, without limitation, freight charges and accessorial charges (including, but not limited to, charges associated with lift gates, inside delivery, residential delivery, re-consignment and re-delivery).

**INSPECTION.** Shoprider must be notified of **any shipping damage (concealed or apparent) within 48 hours of delivery.** If Buyer inspects the products immediately upon delivery, and if the inspection indicates 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, the 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 a 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.** All sales to Buyer are final. Buyer will obtain Shoprider's written authorization prior to returning any Product. Authorized returns must be in the original packaging and are subject to a restocking charge of 20%, in addition to shipping charges. No unauthorized returns will be accepted.

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

**TERM.** This Agreement will continue in full force and effect from and after \_\_\_\_\_, until terminated by either party upon giving at least 30 days prior written notice to the other party. Shoprider may terminate this Agreement, effective immediately, upon default by Buyer of its obligations under this Agreement.

**CONSTRUCTION.** This Agreement will be construed and governed by the laws of the State of California and venue for any legal proceeding resulting from a dispute arising from this Agreement will be in Los Angeles County, California.

**NOTICE.** Any notice required by this Agreement will be in writing and delivered by personal delivery or by certified mail, return receipt requested, to the addresses set out in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of \_\_\_\_\_.

**SHOPRIDER MOBILITY PRODUCTS, INC.**

\_\_\_\_\_  
Name of Company (Buyer)

By: \_\_\_\_\_  
Printed Name & Signature of  
Officer / Owner

By: \_\_\_\_\_  
David Lin, President

**INDIVIDUAL GUARANTOR (to be signed by Officers/Owners executing Personal Guaranty)**

\_\_\_\_\_  
Name & Signature

\_\_\_\_\_  
Name & Signature

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
NAME & SIGNATURE OF ACKNOWLEDGER  
My Commission Expires: \_\_\_\_\_



MOBILITY PRODUCTS, INC.

21184 S. Figueroa St., Carson CA 90745

Toll Free Phone: (888) 896-8866 Toll Free Fax: (888) 896-8185

Blanket Resale Certificate

Registration No.: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Buyer / Business: \_\_\_\_\_

Customer No. \_\_\_\_\_  
(Shoprider use only)

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State Zip: \_\_\_\_\_

Type of Business (Check one):  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 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 use Resale Certificate \_\_\_\_\_

Name of person authorized to use Resale Certificate \_\_\_\_\_

Title: \_\_\_\_\_  
(CEO / Owner / President)

Date: \_\_\_\_\_