

**APOLLO ATHLETICS, INC.** and Ron & Shirley Hsieh

1428 S. Central Park Ave.- Anaheim, CA 92802

Phone: 800-264-7763 Local: 714-533-8118 Fax: 714-533-8218

**CREDIT AGREEMENT (Items with \* are required fileds)**

Please fill out on-line, then print it out, sign and fax to 714-533-8218. Personal Guarantee Signature is required.

APPLICATION STATUS	PAYMENT TERMS REQUESTED	CREDIT LINE REQUESTED
New Request	COD	Net Terms \$ _____
Update existing	Company Check	Co. Credit Card * How do you know us? _____

\* APPLICANT'S LEGAL BUSINESS NAME: \_\_\_\_\_ APPLICATION DATE: \_\_\_\_\_

DOING BUSINESS AS (LIST ALL DBA NAMES): \_\_\_\_\_

\* ADDRESS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
STREET & # CITY STATE ZIP CODE

\* BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ \* EMAIL: \_\_\_\_\_

\* YOU MUST SELECT ONE BELOW. IF OTHER, PLEASE SPECIFY:

SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION

\* FEDERAL ID #: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

\* RESALE CERTIFICATE #: \_\_\_\_\_ DATE BUSINESS STARTED: \_\_\_\_\_ NUMBER OF OUTLETS: \_\_\_\_\_

A/P CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

OWNER(S) AND/OR PRINCIPALS, TITLE, HOME ADDRESS, HOME PHONE No:

\*(1) \_\_\_\_\_

(2) \_\_\_\_\_

**TRADE REFERENCES**

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

ARE YOU LISTED WITH DUN AND BRADSTREET? NO YES NUMBER: \_\_\_\_\_

\* ARE YOU A DEFENDANT IN A LAWSUIT? NO YES

IF YES, LIST AND DESCRIBE THE LAWSUIT(S): \_\_\_\_\_

<b><u>BANK RELEASE</u></b>	
* BANK NAME: _____	MAILING ADDRESS: _____
* ACCOUNT NUMBER: _____	* CONTACT NAME: _____
* PHONE NUMBER: _____	* VERIFICATION DEPT. FAX NUMBER: _____
I HEREBY AUTHORIZE MY TRADE AND BANK REFERENCES TO RELEASE CREDIT INFORMATION ON MY ACCOUNTS TO: APOLLO ATHLETICS 1428 S. CENTRAL PARK AVE. ANAHEIM, CA 92802	
* AUTHORIZED SIGNATURE: _____	TITLE: _____
* PRINT NAME: _____	DATE: _____

<b>APOLLO CREDIT DEPARTMENT USE ONLY</b>	
COMPOSITE CREDIT APPRAISAL _____	FINANCIAL STATEMENT _____
DATE _____	
PAYPATTERN _____	
OPEN ACCOUNT APPROVED \$ _____	TERM _____
PROCESSED BY: _____	APPROVED BY: _____ DECLINED ( ) DATE _____

# TERMS AND CONDITIONS of Credit Agreement

## PRICING AND AGREEMENT SUBJECT TO CHANGE

The terms and conditions of this application shall, upon extension of credit to the undersigned (hereinafter referred to as "Applicant" or "You") by **Apollo Athletics, Inc. and Ron & Shirley Hsieh, and any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assigns** (hereinafter collectively referred to as the "Seller" or "We"), constitute a credit agreement between Applicant and Seller (hereinafter, this "Agreement") and shall take precedence over and supersede any and all conditions set forth by Applicant's purchase order, whether the order is written or verbal. Should credit be granted by Seller to Applicant, all credit shall be extended at the sole discretion of Seller. Seller may increase, decrease, or terminate any credit availability at any time within its sole discretion.

Applicant agrees to pay to the order of Seller: (1) all invoices by due date as stated on invoices and, if not paid on or before said date, such invoices are then delinquent; (2) default interest on any delinquent invoices at the rate of 2% per month or the maximum rate allowed in the state the goods are sold, whichever is less; and (3) all costs of collecting delinquent invoices and default interest, including courts costs, reasonable attorney fees, and collection agency fees.

Applicant agrees that in the event of delivery of purchased goods F.O.B. place of delivery, Applicant is responsible for payment upon tender of the goods to the place of delivery with or without the presence of Applicant or Applicants employees or agents to inspect or accept delivery and with or without Applicants signature of acceptance. Applicant waives any and all objections to such location, including objections based on jurisdiction or venue. Applicant understands that Seller intends to rely on all of the information presented in this application in determining its creditworthiness and Applicant represents that such information is true, correct and complete.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND BEARS NO RESPONSIBILITY, AS TO THE INSTALLATION, USE OR OTHER DISPOSITION OF ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER HERBY DISCLAIMS THE SAME. ACCORDINGLY, APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY LIABILITY FOR INJURY OR DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR PERTAINING TO THE SALE, INSTALLATION, USE OR OTHER DISPOSITION OF, ANY GOODS OR PRODUCTS SOLD PURSUANT TO AN EXTENSION OF CREDIT HEREUNDER.

Any provisions of this Agreement, which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. To the extent permitted by applicable law, Applicant waives any provisions of law, which renders any provisions hereof prohibited or unenforceable in any respect. No failure by Seller to exercise, and no delay in exercising, any right, power or remedy under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Applicant may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of Seller, and any such assignment or transfer purported to be made without such consent shall be ineffective. Seller may at any time assign or otherwise transfer all or any part of its interest hereunder or any credit extended hereunder, and to the extent of such assignment, the assignee shall have the same rights and benefits against Applicant as if such assignee were Seller.

Applicant represents and warrants to Seller that Applicant will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Applicant understands that Seller is relying on the foregoing representation and would not otherwise extend credit to Applicant.

All legal proceedings venue shall be Orange County, California.

APPLICANT AUTHORIZES AND CONSENTS TO ANY CONTACT WITH OR INQUIRY OF ANY PERSON, INDIVIDUAL, OR ENTITY OF ANY KIND REGARDING THE CREDIT HISTORY OR OTHER FINANCIAL INFORMATION OR REFERENCES OF APPLICANT AND EACH BUSINESS OWNER, PARTNER, OFFICER & MEMBER OF APPLICANT, INCLUDING BANK AND TRADE REFERENCES AND INFORMATION FURNISHED BY CREDIT REPORTING AGENCIES. APPLICANT CONSENTS TO SELLER'S USE OF SUCH INFORMATION IN CONNECTION WITH ANY DECISION TO

Please initial \_\_\_\_\_

EXTEND CREDIT OR TERMINATE CREDIT TO APPLICANT. APPLICANT AGREES TO RELEASE AND HOLD HARMLESS SELLER FROM, AND INDEMNIFY FOR, ANY CLAIMS OR LIABILITIES IN CONNECTION WITH SUCH INQUIRY.

**CREDIT LIMIT** Will be determined based on credit history, number of stores (volume), or other information that may be required by Seller.

**TERMS** Seller will ship orders based on C.O.D. to be paid by cashier's check (or alike) and our driver will pick up check at time of delivery OR prepaid if you, the Applicant, are not on our truck's route, until credit has been established. Extended terms of payment are granted to Applicant based on verifiable credit history. Length of time given may vary and the granting of terms of sale to Applicant are at the sole discretion of Seller.

**PAYMENT** Net amount of Seller's invoice is payable in full within the period of time specified in Term of Payment on each invoice, normally 30 days. A 2% interest charge (late charge) applies per month and is added to past due invoices. If for credit reasons or if Applicant defaults, Seller may withhold delivery of balance of merchandise covered in whole or in part, recall merchandise in transit, and Seller may require full or partial payment in advance. Returned check is subject to \$25 NSF fee.

**CREDIT CARD** We accept MasterCard, Visa and American Express only. As a wholesaler we charge back bank fee of 2 to 3% for transactions.

**TITLE OF GOODS** seller retains a Line on the goods sold to the Applicant and the proceeds from the sale thereof until the goods are paid in full.

**RESALE CERTIFICATE** Applicant shall provide Seller with a tax exemption certificate acceptable to all relevant taxing authorities. In the event your business is sold, moved to a new location, if an individual or partnership incorporates the business, if a partnership is dissolved, if a corporation dissolves, or is cancelled for cause by the tax commissioner and license terminates and becomes null and void, you must provide a copy of your new permit to Seller to continue doing business. Otherwise, you will be responsible for any penalty due to your obsolete Resale # at Sales Tax audit.

**FREIGHT CHARGES** If location is in our truck route, freight is free on orders 2500 lbs or more. If you are far from metropolitan area there may be a freight charge even when our truck delivers. To find out if you are in our route or would like a freight quote please call us. Generally, other than AZ, prices are F.O.B. Anaheim, CA, Elgin IL, or Kent, WA., depending on goods shipping out from which warehouse of Seller.

**CLAIMS** Shortages and/or damages, which occur in transit, are the carrier's responsibility and a claim must be made immediately. **We record scaled pallet weight on "Shipping Detail List", so if any shortage claim, which would make the pallet weight much lighter than scaled weight, will be rejected by Seller.** All claims for shortages, overages, damages and/or other mistakes must be received in written form within 5 working days after receipt of shipment. We will then issue a return authorization number. Our driver will pick up from/deliver to you if you are in the area of our truck's route on your next scheduled delivery date. All other claims, including return with missing parts, will be resolved on a case-by-case basis. We will determine whether we will repair, replace, credit or reject the claimed item(s).

**CONTRACT ENFORCEMENT** This Agreement and parties relationship shall be construed according to the laws of the State of California, without giving consideration to principles of conflict of law. Your Purchase order and our invoice shall constitute a contract taking place in Orange County, CA. So, the parties agree that Orange County shall be the jurisdiction and venue, and all claims or disputes hereunder shall be submitted only to the federal or state courts located in Orange County, CA, to the exclusion of all other courts.

**RISK OF LOSS** Will be on the Applicant from the time of delivery to the carrier. At time of delivery the Applicant is given the opportunity to inspect the Goods or to have it be inspected and the purchaser has accepted the Goods in existing condition. Further, the Seller disclaims any warranty as to the condition of the Goods. A signature from store on delivery receipt acknowledges receipt of said quantity on Bill of Lading, packing slip or shipping detail list is correct. A signed off clean Bill of Lading or delivery receipt releases seller and shipper from responsibility on any and all future claims. Disclaimer is available upon request so that you may post a copy for your employees and they will know how to receive/check in goods from Seller.

**RETURN POLICY** Returns are mostly accepted within the warranty period. Please call us before return to get Return Authorization Number. All returns must be in the original box and condition received, or 15% packaging fee applies. Invoice of the goods to be returned must accompany the goods to confirm it is still within the warranty period. Returns other than defects are subject to a 10% restocking fee. Do not send your customers to Seller directly. We will deal with your store, which we originally sold to ONLY.

**HANDLING RATES (Rates subject to change without notice)**

**Minimum Order Fee**            **\$10 on all orders under \$200**  
   **\$15 if includes Kettle Bells**  
   **\$5 per box for additional box when more than one box used**  
   **\*All fees must be paid prior to shipping**

**Add on to orders**            **\$10 Assessed on additions to PO once order is ready. This has become a problem so is action to discourage**

**INVENTORY RECEIVING PROCEDURE**

Please inspect each shipment carefully.

Please initial \_\_\_\_\_

We will give you a SHIPPING DETAIL LIST ("LIST") stating what product is on which pallet(s) and the scaled gross weight of that pallet upon shipping. This LIST is attached to each pallet. Check inventory in by the following procedure:

1. At the end of our packing slip, you can see how many pallets and bars you should receive respectively.
2. If you will receive more than one pallet, they will be labeled by numbers. Please go to pallet #1, count each item on that pallet as received or not received against the LIST. The LIST is attached to that pallet. Please circle each item as you go and make some kind of mark next to any shortage/overage. Then move to pallet #2 and so on.
3. Bars (47" and longer) must be counted upon receiving the order with the Apollo driver and any discrepancy must be noted on the **packing slip**. If the order is **received by trucking company, bar quantity discrepancy must be specified on freight bill and then call us. Or, any claim of bar shortage will not be honored afterwards**, as quantity of bar is easy to count. When truck company/Courier delivers you also need to make sure the number of pallets/packages stated on B/L or Delivery receipt is received and any damaged or not securely wrapped Pallets/packages need to be noted on the delivering company's delivery receipt.
4. Please attach a copy of the LIST that was used to check in the inventory showing the date, invoice and pallet number, as well as the marks you used when counting inventory, along with your claim.
5. A disclaimer will be attached to each pallet so that any employee handling receipt of shipment will be aware and may follow our procedure.

**WARRANTY** Apollo Athletics, Inc. guarantees all products from the date of shipment to be free of materials or workmanship defects. Apollo Athletics, Inc. assumes no responsibility for personal injury or property damage by or through the use of products sold by us. Warranty periods for different products are shown below.

1. **CAST, VINYL, AND NEOPRENE PRODUCTS:** 60 days from the date of receipt. Hex dumbbells will not be warranted in commercial
2. **IMPORTED STEEL PRODUCTS:** 30 days from the date of receipt.
3. **IMPORTED ACCESSORY PRODUCTS:** 30 days from the date of receipt.
4. **AMERICAN MADE PRODUCTS:** 120 days from the date of receipt.

**APPLICANT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO EACH AND EVERY PROVISION CONTAINED HEREIN.**

**APPLICANT**

\* By: \_\_\_\_\_ \* Name: \_\_\_\_\_ \* Title: \_\_\_\_\_ \* Date: \_\_\_\_\_  
Authorized signature Please print Must be principal

**INDIVIDUAL PERSONAL GUARANTEE**

*In consideration of SELLER extending credit to the above company (Applicant) at my request, I agree that all existing or future indebtedness of applicant will hereby be subrogated to me, the guarantor(s) in an individual capacity. I personally guarantee payment of the account and/or debt of the above applicant. I further agree to the aforementioned set forth in the Credit Agreement 1.) Jurisdiction 2.) Venue 3.) Any and all fees including but not limited to Finance charges, Collection fees, Attorney and Court fees incurred in the event a default in the terms of payment occurs. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of credit agreement. I also attest that I am a principal of the Applicant, and financially own substantial portion of the company of Applicant.*

\* By: \_\_\_\_\_ \* Name: \_\_\_\_\_ \* Date: \_\_\_\_\_  
Authorized signature Please print  
\* Social Security Number: \_\_\_\_\_ \* One of the owners? \_\_\_\_\_  
\* Home Address: \_\_\_\_\_  
\* Home phone: \_\_\_\_\_ \* Cell phone: \_\_\_\_\_