

# TROXUS

## DEALER APPLICATION

Only complete banking information if requesting open account.

Date \_\_\_\_\_ Doing Business Since: \_\_\_\_\_

Company Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
city state zip contact/title

Shipping Address: \_\_\_\_\_  
city state zip contact/title

Phone #: \_\_\_\_\_ Accounts Payable Contact: \_\_\_\_\_ Other Authorized Contact: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email Address: \_\_\_\_\_ Web Site: \_\_\_\_\_

Bank: \_\_\_\_\_ Bank Phone #: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Bank Accounts: Checking Account #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_

Loan / Line Account #: \_\_\_\_\_

Resale #: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Account Type:    Open Account:    ACH    Credit Card    COD

References: Please circle from whom you have purchased regularly during the past year on "open account" terms:

|                     |                     |                          |                    |
|---------------------|---------------------|--------------------------|--------------------|
| Alta                | Rosignol            | Nirve Sports Ltd.        | Specialized        |
| Aventon             | Giant Bicycle, Inc. | Oakley Incorporated      | Trek Bicycle Corp. |
| Bell Sports, Inc.   | Hawley, LLC         | Orbea USA                | S&M/Fit Bike Co.   |
| Batch               | Jamis Bicycles      | Quality Bicycle Products |                    |
| PON                 | J&B Importers       | Scott Sports             |                    |
| Electra Bicycle Co. | K.H.S. Inc.         | Shimano American Corp.   |                    |

**Other:**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Open Account     C.O.D Terms     Credit Card

**Other:**

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Open Account     C.O.D Terms     Credit Card

Our standard terms are Net 30 days, Net 30 from invoice date for qualified customers unless otherwise specified. All accounts not paid will be subject to a finance charge of 1.5% per month on the unpaid balance or the maximum allowed by law. We reserve the right to charge for collection fees, other costs, and/or attorney's fees on the unpaid balance if the account is referred to an agency or attorney for collection.

I hereby authorize the release of credit/bank information to Troxus USA

|   |  |
|---|--|
| If a sole proprietorship or partnership, please fill out below:                       | If a corporation, please fill out below:   |
| 1. Owner: _____ (please print)  | 1. President: _____ (please print)   |
| 2. Owner: _____ (please print)  | 2. Vice President: _____ (please print)  |
| I/We understand and agree to comply with the above terms and/or others that may apply | I/We understand and agree to comply with the above terms and/or others that may apply. |
| Owner's signature: _____  | Officer's Signature: _____   |
| Owner's home address: _____   | Title: _____   |

**CREDIT APPLICATION AND GUARANTEE MUST BE FILLED OUT COMPLETELY**

**Guarantee**

The undersigned "Guarantor" in consideration of the extension of credit made by Electromobility Solutions Inc, DBA Troxus USA (Troxus) \_\_\_\_\_ (hereinafter "Debtor") and as an inducement for TROXUS to make future extension of credit to Debtor, hereby absolutely and unconditionally guarantees to Troxus the punctual payment in full of all sums due, including any interest thereon, and sums to become due from Debtor to TROXUS at any time from the date hereof, until the termination of the undersigned as hereinafter provided, including, but not limited to any and all costs, expense and reasonable attorney's fees paid or incurred by TROXUS in enforcing this Guaranty. Guarantor hereby expressly assumes joint and several liability for any credit extensions provided by TROXUS to Debtor.

This Guaranty and any such extension of credit provided to Debtor shall be governed by the internal laws of California, and, any default in the payment of any credit extension of debtor or dispute arising out of any such extension of credit, or arising out of this Guaranty, shall be subject to exclusive venue in the courts in the County of San Diego, State of California. Guarantor represents and warrants that the extension of credit being required are those solely pertaining to the Debtor's trade or business as a customary part of the conduct thereof by Debtor, and neither the credit sought, nor this Guaranty is being provided, for any personal, family, or household purpose.

Guarantor waives any right to require TROXUS to: (a) make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of indebtedness or of any collateral thereto and notice of any action or non-action on the part of Debtor, TROXUS, and surety, endorser, or other guarantor (including any Guarantor under this Guaranty), in connection with the indebtedness guaranteed hereunder, or in connection with the creation of new or additional indebtedness; (b) proceed directly or initially against any person, including Debtor; (c) proceed directly against or exhaust any collateral held from Debtor, any other guarantor (including any Guarantor under this Guaranty), or any other person; (d) give notice of the terms, time, and place of any public or private sale of personal property security held from Debtor or comply with any other provisions of the California Uniform Commercial Code; or (e) pursue any other remedy within the power of TROXUS.

This unconditional Guaranty shall operate as a continuing guaranty and shall expire as to the undersigned only upon written notice signed by the undersigned that is actually received by TROXUS, but such termination shall be effective only as to indebtedness of Debtor incurred subsequent to the receipt of such notice.

Dated: \_\_\_\_\_

In the presence of: \_\_\_\_\_  
(print name of witness)

Witness Signature: \_\_\_\_\_

All Guarantors are required to sign and complete information below.

|   |  |
|---|--|
| Guarantor Signature: _____<br>(President/Owner) | Guarantor Signature: _____<br>(Vice President/Owner) |
| Home Address: _____                             | Home Address: _____                                  |
| Home Telephone: _____                           | Home Telephone: _____                                |
| Social Security #: _____                        | Social Security #: _____                             |
| Driver's License #: _____                       | Driver's License #: _____                            |