



HATCH OUTDOORS, INC. 1001 Park Center Drive • Vista, California 92081 • Tel: 877.634.4343 • Fax:
760.734.4344

CREDIT APPLICATION

The undersigned company is applying for credit with **Hatch Outdoors, Inc.** and agrees to abide by the standards and terms and conditions of **Hatch Outdoors, Inc.**

Company Name:

DBA (if different):

Contact person:

Address:

Phone:

Fax:

Federal Tax ID or Social Security number:

Type of Business:

Number of Employees:

Date Business Established:

Amount of Credit Requested:

Are you a:

Corporation

State of Incorporation:

Names, Titles, and Addresses of your chief officers:

Partnership

Name and Address of partners:

Sole Proprietorship

Are you sales tax exempt?

Yes

No

If yes, please provide exemption certificate.

Authorized Purchasers:

Purchase Order Required?

Yes

No

TRADE REFERENCES

Reference #1

Name: _____
Address: _____
Phone: _____ Fax: _____

Reference #2

Name: _____
Address: _____
Phone: _____ Fax: _____

Reference #3

Name: _____
Address: _____
Phone: _____ Fax: _____

BANK REFERENCES

Bank #1

Account #: _____
Name of Bank: _____
Address: _____
Phone: _____ Fax: _____
Contact person: _____

Bank #2

Account #: _____
Name of Bank: _____
Address: _____
Phone: _____ Fax: _____
Contact person: _____

I represent that the above information is true and is given to induce **Hatch Outdoors** to extend credit to the applicant. My company and I authorize **Hatch Outdoors** to make such credit investigation as **Hatch Outdoors** sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to **Hatch Outdoors** any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized signature: _____
Printed name: _____
Title: _____ Date: _____

GENERAL TERMS AND CONDITIONS AND PERSONAL GUARANTEE

1. INVOICES ARE SENT IMMEDIATELY UPON SHIPMENT AND WILL BE DATED ACCORDING TO SHIPING DATE.
2. ALL BILLS BECOME DUE AND PAYABLE IN FULL 30 DAYS FROM THE INVOICE DATE.
3. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO ALL AMOUNTS BILLED IF NOT PAID ON OR BEFORE THE DUE DATE.
4. NO ADDITIONAL CREDIT WILL BE EXTENDED TO PAST DUE ACCOUNTS UNLESS SATISFACTORY ARRANGEMENTS ARE MADE WITH OUR CREDIT DEPARTMENT.
5. PERSONAL GUARANTEE: IF THE CREDIT CUSTOMER IS A CORPORATION, THEN THOSE SIGNING THIS APPLICATION, WHETHER SIGNING AS AN OFFICER OR NOT, PERSONALLY GUARANTEE PAYMENT FOR ALL ITEMS PURCHASED ON CREDIT BY THE CORPORATION.

TERMS & CONDITIONS OF SALE

ACCEPTANCE. All sales are made on the terms, conditions and warranties contained herein and, to the extent of any conflict with any other document, the terms and conditions set forth herein shall take precedence over any terms or conditions which may appear on an order form or other document. Hatch Outdoors, Inc. ("Hatch Outdoors") shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. In the absence of written acceptance of these Terms and Conditions of Sale, acceptance of delivery or payment for any of the products of Hatch Outdoors covered by these Terms and Conditions of Sale, shall constitute an acceptance hereof. Hatch Outdoors acceptance of Buyer's purchase order, shipment of the products or any portion thereof, the commencement of any work, or the performance of any services will not constitute acceptance by Hatch Outdoors of any or all terms or conditions contained in Buyer's order form.

F.O.B. POINT. All sales are made F.O.B. point of shipment. Hatch Outdoors title passes to Buyer and Hatch Outdoors liability as to delivery ceases upon making delivery of products purchased hereunder to carrier at shipping point in good condition, the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Unless specific instructions from Buyer specify which method of shipment is to be used, Hatch Outdoors will exercise its own discretion. When price includes freight allowance to destination, it is based upon freight rates in force at the date of acceptance of order. Any change in freight rates will affect prices accordingly without further notice.

DELIVERY. Shipping dates are approximate only. Hatch Outdoors shall not be liable for any delay in delivery or for any loss or expense (consequential or otherwise) incurred by Buyer if Hatch Outdoors fails to meet the delivery Schedule. Hatch Outdoors may deliver the products in installments.

FORCE MAJEURE. Hatch will not be liable for non-delivery caused by the occurrence of any contingency beyond the control of either Hatch Outdoors or its suppliers, including by way of illustration but not limitation, war (whether or not an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Hatch Outdoors has exercised ordinary care in the prevention thereof. If any contingency occurs, Hatch Outdoors may allocate production and deliveries among Hatch Outdoors customers. Buyer shall be liable for failure to take delivery of the goods, if such failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, earthquake, storm, embargo, or any act of God or any other cause beyond Hatch Outdoors control. In such event, Buyer shall not have the option of canceling undelivered orders in whole or in part.

PRICE. Buyer shall be charged the price previously quoted by Hatch Outdoors and as shown on the reverse side of this invoice.

PAYMENT AND TERMS. Unless otherwise agreed to by Hatch Outdoors, the terms of payment shall be net (30) days from the date of invoice. Interest shall accrue and be payable on any portion of the purchase price not paid at time within thirty (30) days after the date of the invoice, at the rate of 1.5 percent per month, or the maximum rate permitted by applicable law, whichever is less, from date of the invoice until all amounts owing are paid in full. The amount of credit or terms of payment may be changed or credit withdrawn by Hatch Outdoors at any time. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the terms thereof. Payment shall be made for the products without regard to whether Buyer has made or may make any inspection of the products. If shipments are delayed by Buyer payments are due from the date when Hatch Outdoors is prepared to make shipments. Articles held for Buyer are at Buyer's sole risk and expense. Payment shall be made to:

Hatch Outdoors, Inc.
1001 Park Center Drive
Vista, CA 92081

PACKAGING. Hatch Outdoors will package goods in accordance with instructions of Buyer provided instructions are furnished in sufficient time to permit Hatch Outdoors to complete the packaging before delivery. Buyer shall pay Hatch Outdoors the reasonable cost of special packaging requested by buyer. The price of products does not include charges for boxing, crating, carting or storage. Such charges shall be billed to Buyer.

TAXES. All prices are exclusive of all federal, state and local excise, sales and use taxes, customs duties and similar charges. Such taxes, duties and charges when applicable to this sale or to the article sold, will appear as separate additional items on the invoice unless Hatch Outdoors receives a properly executed exemption certificate from Buyer prior to shipment. Buyer shall be responsible for paying all such taxes, duties and charges.

INTELLECTUAL PROPERTY. The Buyer shall hold Hatch Outdoors harmless from and against any expense or loss resulting from the infringement of patents or other rights of a third person arising from compliance with Buyer's specifications or instructions. Hatch Outdoors shall not be liable to the Buyer or any third party connected with the Buyer for patent and trademark infringement by Hatch Outdoors products.

WARRANTY. For all products purchased or delivered hereunder, Hatch Outdoors disclaims any and all warranties and guarantees.

HATCH OUTDOORS AGENTS. No agent, employee, or representative of Hatch Outdoors has any authority to bind Hatch Outdoors to any affirmation, representation, guarantee or warranty concerning the products sold. Unless an

affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within a written agreement signed by an officer of Hatch Outdoors covering the transaction, it shall not be considered to be part of the basis of the bargain and shall not in any way be enforceable.

RETURN SHIPMENTS. Unless otherwise noted above or noted on the cover sheet of this document, the cost of return shipments shall be borne by Buyer with title and risk of loss passing to Hatch Outdoors upon delivery of the products to and acceptance of the products by Hatch Outdoors at its manufacturing facility, described in Paragraph 6, unless otherwise agreed to in a writing signed by both Hatch Outdoors and the Buyer. Returns must be received by Hatch Outdoors within thirty (30) days of the date the product is received by the Buyer in order to receive a full refund, excluding freight costs. If the product is received after thirty (30) days, there will be a handling charge on all products returned for credit.

TIME FOR ASSERTING CLAIM. Any claim asserted by Buyer for damage to or shortage of any products must be made in writing within ten (10) days after Buyer's receipt of the products to which the claim relates.

CHANGES. There shall be no changes, additions, omissions, or alterations in the items, quantities, destination, specifications, or delivery schedule unless agreed to by the parties and shall be subject to an adjustment in price and/or other terms where Hatch Outdoors costs are affected by such modifications. Any agreement to which these terms and Conditions are applicable may not be canceled in whole or in part at any time.

ASSIGNMENT. The Buyer shall not assign his order or any interest therein or any rights there under without the prior written consent of Hatch Outdoors.

DEFAULT. Hatch Outdoors may recover for each shipment hereunder as a separate transaction without reference to any other shipment. If Buyer is in default with respect to any of the terms or conditions of this or any other contract with Hatch Outdoors, Hatch Outdoors may, at its option, defer further shipments hereunder until such default be remedied, or, without prejudice to any other legal remedy, may decline further performance hereof. If, in Hatch Outdoors judgment, Buyer's credit shall become impaired at any time, Hatch Outdoors shall forthwith have the right to decline to make deliveries hereunder except for cash until such time as said credit has been reestablished to Hatch Outdoors satisfaction. The Buyer will pay all costs of collection (including reasonable attorney fees) in case of default, including costs and fees incident to the enforcement of payment or collection or recovery of merchandise by any action or participation in, or in connection with, a case proceeding under chapters 7, 11, or 13 of the Bankruptcy Code, or any successor statute thereto.

TIME FOR BRINGING ACTION. Any action for breach of these terms and conditions must be commenced within one (1) year after the cause of action has accrued.

REMEDIES. Unless otherwise provided by this Agreement, Hatch Outdoors and Buyer shall have all remedies afforded each by the California Commercial Code.

WAIVER. No claim or right arising out of breach of these terms and conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to enforce any part of this agreement shall not be construed or interpreted as a waiver of any subsequent breaches.

AMENDMENT. This Agreement can only be amended in writing, signed by the Buyer and an officer of Hatch Outdoors.

ENTIRE AGREEMENT. The terms and conditions set forth herein are intended by the parties to be the final expression of the terms and conditions on the subjects herein set forth and are intended as a complete and exclusive statement of the terms and conditions covered herein. No course of prior or current dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance or acquiescence in a course of performance shall not be relevant to determine the meaning of the terms and conditions even though the accepting or acquiescing and the opportunity for objection. In the event of any discrepancy, the provisions within the Dealer Agreement shall prevail. Whenever a term defined by the California Commercial Code is used in these Terms and Conditions of Sale, the definition contained in the Code shall control unless a different meaning is clearly intended by the context in which the terms is used.

APPLICABLE LAW. The laws of the State of California, as heretofore or hereafter amended, shall govern these Terms and Conditions of Sale.

FORUM. The courts of the State of California shall have exclusive jurisdiction over the interpretation and enforcement of this Agreement and the rights and obligations of the parties under this Agreement. The parties hereby consent to personal jurisdiction in California for purposes of such proceedings.

VENUE. Venue for such proceedings shall be only in the San Diego Judicial District. All proceedings to enforce or interpret this Agreement shall be commenced and maintained only in the San Diego Judicial District, San Diego County, California.

ATTORNEY'S FEES. In any suit, action, arbitration, claim or proceeding of any nature, in law or equity, to enforce or interpret all or any part of this agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees