



BRIGGS & STRATTON, LLC

CONFIDENTIAL CREDIT APPLICATION

APPLICATION CHECKLIST

Complete the credit application in full. Missing information can cause a delay in processing your application.

- Is your company Sales Tax Exempt?
If yes, please fill out the Uniform Sales & Use Tax Certificate form or provide a valid sales tax exempt certificate to be excluded from taxes

- Are you requesting a credit limit of \$200,000 or greater?
If yes, please provide the most current fiscal year end financial statements

- Bank Reference Information

- Trade Reference Information
Please provide at least 3

- A/P Contact Information

- Sign the Credit Agreement

- Sign the Guaranty

- Sign the Terms & Conditions



BRIGGS & STRATTON, LLC

CONFIDENTIAL CREDIT APPLICATION

This credit application will be used by Briggs & Stratton, LLC and affiliates to evaluate the terms and conditions under which our companies may do business. This credit application must be completed in full and signed by a principal owner, partner or officer of your corporation or company. Thank you for taking time to complete this important information about you and your business. Briggs & Stratton respects your privacy and is committed to protecting it at all times.

BUSINESS INFORMATION			
Legal Business Name:			
Trading Name:			
Address	City	State/Zip or Country/Postal code	
Telephone (Business / cell)	Fax	Email	
VAT or ABN or Company Registration Number			
Sales Tax Exempt (U.S. only)	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please submit signed certificate to be excluded from taxes</i>		
Line of Business:			
Business Type:	<input type="checkbox"/> Private Entity <input type="checkbox"/> Public Entity		
Business Category:	<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> C-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Limited Liability <input type="checkbox"/> Other (please specify)		
Parent Company:			State or Country
OWNER/PRINCIPAL/DIRECTOR			
Name	Home Address	City/State/Zip or City/Country/Postal code	Tax ID
Name	Home Address	City/State/Zip or City/Country/Postal code	Tax ID
Name	Home Address	City/State/Zip or City/Country/Postal code	Tax ID

GENERAL INFORMATION

Year started under this ownership?		Number of Employees:	
Are your receivables pledged to others?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you Floor plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you or any other principals in your organization participated in either a corporate or personal bankruptcy or insolvency in the past 5 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Credit Line Request:		Estimated Annual Purchases:	
Has your business been denied credit by any bank or other lending institution within the last Two (2) years?		If yes, please identify the lender and describe the reason for the denial	

TRADE REFERENCES

(1) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(2) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(3) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	
(4) Company Name:			
Address:			
Contact Name:		Email/Fax Number:	

BANK INFORMATION

Bank Name:			
Address:			
Banker Name:		Email/Fax Number:	
Account Number:		Account Type:	

ACCOUNTS PAYABLE INFORMATION

A/P Contact:		Title:	
Phone Number:		Fax Number:	
E-mail Address:			

OTHER

Financial Statements Submitted for Review?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Listed with a Credit Reporting Agency:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Credit Reporting Agency:	Agency Account #

AGREEMENT

The undersigned ("Applicant") hereby applies to Briggs & Stratton, LLC and affiliates, (collectively, "B&S") and requests B&S from time to time to extend credit to enable Applicant to purchase merchandise from B&S for business or commercial purposes only. As an inducement to B&S to extend credit, and in consideration of B&S agreeing to extend credit to Applicant, Applicant represents and warrants that (a) all credit information given in connection with this Application and Agreement ("Agreement") is true and correct as of the date hereof, and (b) that Applicant is financially able to comply with all payment terms specified herein or in any invoice from B&S ("Payment Terms"), and such representation and warranty shall be deemed remade each time Applicant accepts credit from B&S.

The applicant is hereby informed B&S will process and store data obtained in connection with the Credit Application. To the extent legally required, the applicant hereby gives consent to such processing and storage of data.

All transactions with B&S are subject to the "Terms and Conditions of Sale" which are attached to and incorporated into this Credit Application. The "Terms and Conditions of Sale" are issued by B&S and are subject to change without prior notice.

Payments for invoices shall be remitted as specified on B&S Invoice and/or B&S Account Statement, in accordance with Payment Terms that are granted to Applicant by the B&S Credit Department.

This agreement shall be a continuing agreement and shall apply to each purchase of merchandise for which the Applicant does not pay in full at the time of delivery.

B&S may terminate the Agreement or otherwise modify it at any time and B&S may, restrict or withhold deliveries to Applicant at any time without notice.

Applicant shall pay all expenses, including reasonable attorney's fees, incurred by B&S in the enforcement of this Agreement and the collection of any charges due hereunder plus interest computed from the date the debt was originally incurred.

Applicant agrees to notify B&S in writing by certified or registered mail of any change of ownership of Applicant and Applicant agrees to be liable for all purchases from B&S.

The information in this application and in all financial statements submitted in collection herewith is for the purposes of obtaining credit and is represented by Applicant to be true, correct and complete. Applicant authorizes B&S to investigate all credit references and any other matters pertaining to Applicant's financial responsibility. Applicant authorizes its bank(s) and trade creditors to submit complete information to B&S for the purpose of its credit evaluation.

Company Name _____

Signature: _____ Date _____

Printed name: _____ Title _____

Signature: _____ Date _____

Printed name: _____ Title _____

Signature: _____ Date _____

Printed name: _____ Title _____

GUARANTY

The undersigned (and if more than one, jointly and severally) hereby requests Briggs & Stratton, LLC ("Seller"), to extend, or continue to extend, credit to the customer whose name and address appear below (hereinafter referred to as "Customer") in such amounts and upon such terms and conditions as Seller in its sole judgment deems appropriate, and to induce Seller so to do and in consideration thereof and of the benefits to accrue to the undersigned therefrom, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby absolutely and unconditionally guarantees to Seller the full and prompt payment and discharge of all of Customer's present and future indebtedness and obligations to Seller, whether arising pursuant to a Dealer Agreement between Customer and Seller (including without limitation any amendment to such Dealer Agreement adding additional sellers thereunder) or otherwise. This is a guaranty of payment, not of collection. The undersigned agrees, irrespective of the insufficiency, invalidity or unenforceability of any security therefor and without Seller first having to proceed against Dealer or to liquidate any security for the payment of such obligations, to pay on demand all sums due or to become due to Seller from Customer and all costs, attorney's fees and expenses which may be incurred by reason of Customer's default or default of the undersigned.

No termination hereof shall be effective except by notice sent to Seller at its main office in Wauwatosa, Wisconsin by registered mail and addressed to its Treasurer, naming a termination date effective not less than 90 days after the receipt of such notice by Seller, and such termination shall not affect the undersigned's guarantee of any obligations of Customer to Seller contracted for prior to the effective date of termination. The undersigned waives notice of acceptance hereof and of presentment, demand, protest, and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to Seller by Customer, and any other demands and notices required by law. Seller may, without notice to the undersigned, renew, modify or extend any obligations of Customer and/or co-guarantors, extend additional obligations to Customer, accept partial payments thereon, or surrender, release, or liquidate security for the payment of such obligations, and Seller shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on such obligations. No payment by the undersigned hereunder shall entitle the undersigned, by subrogation or otherwise, to any payment by Customer under or out of the property of Customer, except after payment in full of all amounts payable by Customer to Seller.

The terms and conditions stated herein shall constitute the complete and exclusive statement of the terms and conditions of this guaranty, and no statement or writing purporting to modify or add to the terms and conditions of this guaranty shall be binding unless consented to in a writing signed by an officer of Seller. This guaranty, and all claims or causes of action (whether in contract, tort or statute) that may arise out of or relate to this guaranty, shall be governed by, and enforced in accordance with, the internal laws of the State of Wisconsin, including its statutes of limitation.

This guaranty shall inure to Seller's successors and assigns, shall bind the undersigned's successors and assigns, and shall, if signed by more than one entity, create a joint and several liability.

Name of Customer

Street Address

City, State, Zip

Dated this ___ day of _____, 20__

GUARANTOR NAME: _____

By: _____

Name: _____

Title: _____

Address: _____

Dated this ___ day of _____, 20__

GUARANTOR NAME: _____

By: _____

Name: _____

Title: _____

Address: _____

Financial statements of each Guarantor must be attached. If any of the assets shown are jointly owned, the Guaranty form must be signed by all parties with ownership rights therein.

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____



Briggs & Stratton, LLC
STANDARD TERMS AND CONDITIONS
OF SALE
FOR ITS ALLMAND PRODUCTS

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Entire Agreement: These terms and conditions of sale (these "Terms") are incorporated into the quote, purchase order, order confirmation, and/or invoice (collectively, the "Sale Documents") for the sale of products, materials, parts and/or components ("Products") by Briggs & Stratton, LLC ("Seller") to Buyer. The Sale Documents, including these Terms, and any attached specifications constitute the entire and final agreement between Buyer and Seller regarding the Products; they replace any prior proposals, agreements and negotiations, whether written or oral, and may only be modified in writing signed by authorized representatives of both parties. No current or future Buyer document, and no other agreement or understanding claiming to modify these Terms, shall be binding upon Seller unless agreed to by Seller in writing. Buyer's acceptance of any Products, making payments, or similar act of Buyer shall constitute Buyer's acceptance of the Sale Documents. Seller reserves the right to revise these Terms from time to time upon reasonable notice to Buyer.

Order Cancellation: Buyer may suspend or cancel an order confirmation only upon written approval from an authorized officer of Seller. If Buyer cancels, Buyer shall pay Seller the reasonable costs and expenses (including all commitments to suppliers and subcontractors and indirect expenses) incurred by Seller prior to receiving Buyer's cancellation notice. Additionally, Seller will charge a 15% cancellation fee for orders cancelled within thirty (30) days of the scheduled build date.

Delivery & Inspection: Delivery dates are approximate and subject to Product availability, freight space, and prompt receipt of all necessary documentation regarding the order. Seller shall not be responsible or liable for any loss or damage resulting from delay in delivery or non-delivery. Trans-shipment and partial shipment shall be allowed. Each delivery or shipment hereunder shall be considered a separate sale. Seller shall select the method of transportation when Seller is paying for that shipment. Charges for shipping to a location other than the one designated in the applicable order confirmation or resulting from refusal, delay in unloading of shipment, or charges for demurrage, detention, redelivery, sorting, stop-off, excess freight, switching, or other accessorial charges are Buyer's sole responsibility. Buyer shall, on demand, immediately reimburse Seller for all such amounts. Transportation of Products and risk of loss shall be governed by CIP Destination (for U.S. shipments) and FCA-Seller's Dock if by truck or FOB Port of Departure if by vessel (for international shipments) (all Incoterms 2010). Buyer shall inspect the Products within three (3) days after delivery of the Products to Buyer and shall notify Seller in writing of any defects, damage or shortage in the Products. Such notification must be supported by carrier documentation (e.g., truck pro-bill or intermodal inspection report) and failure to so notify Seller shall be proof that the Products have been received without issue.

Title; Security Interest: Title to the Products shall pass to Buyer at the time and place the Products are delivered to the first carrier for shipment, except that Buyer grants Seller a security interest (which shall include a purchase money security interest where it satisfies the criteria therefor) in the Products and all insurance or other proceeds of disposition thereof until the Products have been paid for in full. Buyer shall execute any documents and do such other things as Seller deems appropriate to establish, complete and perfect such security interest. Seller may register its security interest and may file a financing statement to perfect its security interest.

Payment: Buyer will pay Seller under the terms stated in the order confirmation or invoice in full within thirty (30) days from the invoice date unless Seller agrees to different terms in writing. If deliveries are made in installments, each delivery shall be paid for without regard to other scheduled shipments. Seller's prices do not include applicable sales, use, or other taxes, quotation fees and governmental impositions, however designated or levied, on the sale, transportation, or use of the Products. Buyer shall pay all such taxes and related amounts in addition to Seller's prices. If Buyer defaults on any payment or under any other contract with Seller, all amounts owed under this and other contracts by Buyer to Seller shall become due, notwithstanding the terms of sale. Seller may charge Buyer interest on any overdue invoices at the lesser of 1.5% per month or the maximum rate allowed by law. Buyer shall pay all Seller's costs of collecting overdue accounts including reasonable attorneys' fees and expenses.

Returns: Buyer may return Products to Seller only with Seller's prior written permission and transportation charges prepaid. Products accepted for return are subject to Seller's applicable restocking charge in effect at such time. All returned Products shall be inspected by Seller upon receipt and must be of current design and finish and in a new, restockable condition.

Excusable Delays: Seller shall not be liable for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, flood, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond Seller's reasonable control.

Warranty and Limitation of Liability: Seller provides a limited warranty on certain Products manufactured by Seller to and for the benefit of the end-user of such Products. The terms and conditions of such warranty are contained in warranty documents by product line available separately at the time of sale. Such warranty shall be the sole and exclusive warranty with respect to the Products. Seller makes no other warranty of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, to or for the benefit of Buyer. Seller shall not be liable for any indirect, incidental, consequential, punitive or other special damages arising out of or relating to the Products, including damages arising out of a tort, action for breach of contract, negligence, strict liability or breach of warranty, even if Seller has been advised of the possibility of such damages and whether or not any remedy provided should fail of its essential purpose. Seller's total liability to Buyer with respect to any Product, from all causes of action and all theories of liability, will be limited to and will not exceed the contract price paid by Buyer for that Product.

Assignment / Amendment: Buyer may not assign any of the Sale Documents without Seller's prior written consent. No Sale



Briggs & Stratton, LLC
STANDARD TERMS AND CONDITIONS
OF SALE
FOR ITS ALLMAND PRODUCTS

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Document may be amended without the written consent of both Buyer and Seller.

Intellectual Property: Seller's proprietary information, trade secrets, specifications, illustrations, drawings, data, and other information transmitted to Buyer are the property of Seller. Such information may be disclosed to Buyer's employees on a need-to-know basis and used only for the purpose for which it was provided. Buyer shall not disclose any such information to any third party, or permit any third party to use any such information, without Seller's prior written consent.

Buyer Indemnification: (IP) Buyer will indemnify, defend, and hold harmless Seller against any third party patent infringement claim if the Products are (a) modified by Buyer or its agents, (b) made to Buyer's specifications, (c) combined with other components such that absent such combination there would be no infringement, or (d) used despite Seller's offer to replace, modify, or return them. (Product Liability) Buyer will indemnify, defend, and hold harmless Seller against (x) any third party claim, suit, or proceeding alleging that the sale or use of the Products (i) are not legal in the local market, or (ii) do not comply with local laws or ordinances, or any (y) liability for property damage, or product liability based on Buyer-modified Products.

Confidential Information: Seller shall treat financial information supplied by Buyer as confidential, but may provide such information to Seller's affiliated companies provided such companies also agree to treat such information as confidential.

No Waiver / Severability: No right or obligation of Seller or Buyer will be waived due to any industry custom or practice at variance with these Terms. Any waiver by either party of any breach of any provision of these Terms shall not be construed as a waiver of any continuing or succeeding breach of such provision. If any part of these Terms is void, voidable, invalid, or unenforceable, for any reason, such part shall then be considered severed from the other provisions in these Terms, with the remainder of these Terms remaining valid and binding.

Export: Buyer represents and warrants that it will not directly or indirectly arrange for or participate in the export, rental or sale of Products, in whole or in part, outside of the territory agreed to by Buyer and Seller in the Sale Documents or Distributor Agreement, or, if none, the country to which Seller shipped the Products (the "Territory"), without Seller's prior written consent. Buyer will take all reasonable and adequate steps to prevent the export, use or sale of the Products outside of the Territory by others who purchase or lease from Buyer who might reasonably be expected to export, use or sell them outside the Territory. It is Buyer's responsibility to investigate and determine whether any sale or lease by Buyer would violate this section. If Buyer violates this section, any and all warranties provided by Seller for the Products involved in such violation shall immediately become void and Buyer shall indemnify and hold Seller harmless from any liability arising out of such prohibited export, use or sale.

Seller Termination: Seller may terminate an order confirmation at any time, effective immediately upon written notice to Buyer if (a) Buyer files a voluntary petition in bankruptcy or other voluntary proceedings to settle or extend payment of its obligations to general creditors; (b) an involuntary petition in bankruptcy is filed against Buyer, and is not dismissed within thirty (30) days; (c) Buyer becomes insolvent; or (d) Buyer ceases to function as a going concern or to conduct its normal course of business.

Scope of Agreement and Parties: The parties agree that this Agreement shall apply to all Products sold by Seller or any of its subsidiaries or affiliates to Buyer. In the event purchases of any product are made from a Seller subsidiary or affiliate rather than from Seller, such subsidiary or affiliate shall be deemed to be a party hereto and shall have all of the rights and obligations of Seller hereunder in relation to such subsidiary's or affiliate's commercial relationship with Buyer. Neither Seller nor any of its subsidiaries or affiliates shall be jointly and severally liable for any of the others' separate transactions.

Dispute Resolution: If a dispute is not resolved by general negotiation in 30 days, Buyer and Seller will participate in at least four hours of non-binding mediation before pursuing litigation or other legal remedies. This mediation will occur in Chicago, Illinois with a mutually-agreed mediator, with the parties splitting costs equally.

Data Privacy. Each of the parties hereto acknowledges that business contact information of its employees that is shared by such party (the "provider") with the other party (the "recipient") may constitute protected personal data pursuant to the European Union General Data Protection Regulation or other applicable laws (collectively, "Privacy Laws"). The provider represents and warrants to the recipient that it has taken all actions necessary to permit the sharing thereof in accordance with applicable Privacy Laws and that use by the recipient of such information is necessary to serve the provider's legitimate interests, in furtherance of the parties' commercial relationship as described herein. The recipient of such information agrees that it will use such information solely in connection with legitimate interests of that relationship.

Governing Law: The Sale Documents and any and all claims or causes of action relating to the transactions contemplated thereby shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. If the U.N. Convention on Contracts for the International Sale of Goods (Vienna, 1980) ("CISG") applies to the transactions contemplated by the Sale Documents and any provision of the Sale Documents conflicts with the CISG, the CISG shall govern regarding that provision.



**Briggs & Stratton, LLC
STANDARD TERMS AND CONDITIONS
OF SALE
FOR ITS ALLMAND PRODUCTS**

Buyer's Company Name
Signature: _____
Printed Name: _____
Title: _____
Date: _____

BRIGGS & STRATTON, LLC
Signature: _____
Printed Name: _____
Title: _____
Date: _____