



# 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.



**Briggs & Stratton, LLC**  
**STANDARD CONDITIONS OF SALE**

**Entire Agreement:** These terms and conditions apply to any products, materials, parts, or components (“Products”) sold by Briggs & Stratton, LLC (“Seller”) to Buyer. These are the complete and exclusive terms between Seller and Buyer and replace any prior proposals, agreements, negotiations, whether written or oral, and may only be modified in writing signed by authorized representatives of both parties. If any provision of this Agreement is deemed void, the remaining parts of this Agreement will remain in full force and effect. Seller may update these standard conditions of sale on an annual basis upon reasonable notice to Buyer.

**Waiver:** No waiver of any term of this Agreement shall be valid unless in writing signed by the waiving party. Neither the waiver of a breach nor the delay or failure to enforce any provisions or rights of this Agreement shall constitute a waiver of any future breaches of a similar nature, or limit the rights of the waiving party.

**Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin. If any provision of this Agreement conflicts with the U.N. Convention on the International Sale of Products or the 1968 Vienna Convention on the Sale of Products, this Agreement shall govern regarding that provision.

**Delivery:** Unless otherwise stated on the invoice, all Products will be shipped FCA – Seller’s dock, or for vessel transported Products FOB – Port of Origin (Incoterms® 2010). Loss or damage claims must be filed with the transportation company. Seller endeavors to comply with reasonable delivery requirements consistent with its production and shipping lead times; however, all delivery dates are estimates. Unless an order has specific routing and classification, Seller will use best known routing and classification but will not be liable for delays or excessive transportation charges resulting from its selection. Delivery of overruns or under-runs less than 10% of the quantity ordered shall constitute delivery in full. Buyer must pay for any requested special shipping containers or pallets. Shipping containers and pallets provided by Seller at no charge are non-returnable.

**Payment Terms:** Unless otherwise stated on the invoice, accounts are payable in US dollars, free of exchange, collection, or any other charges. Unless otherwise stated on the invoice, prices assume shipment from Seller’s factory by truck or container. Prices do not include transportation charges, or sales, use, occupancy, or excise taxes, which shall be added to the invoice and paid by Buyer. Any federal, state, or local taxes imposed on the product sales shall be paid by Buyer. Unless otherwise stated on the applicable invoice, payment terms are net 30 days. Seller may charge Buyer the maximum allowable interest on any past due invoices plus reasonable attorney’s fees and collection costs.

**Title and Risk of Loss:** Title and risk of loss pass to Buyer at the time and place Products are delivered to the first carrier for shipment, except that Seller shall retain a security interest in the Products until they are paid for. Buyer grants Seller a lien and purchase money security interest in the products purchased until the purchase price is fully paid. Seller may file financing statements to record its interest. Buyer represents that it is solvent and will pay for products delivered to Buyer or its affiliates in accordance with these terms. However, Seller may require full payment in advance if, in Seller’s sole judgment, the Buyer is in an unsound financial condition. Seller shall not be liable for delays, defaults, or damages caused beyond Seller’s control.

**Quality Warranty:** Seller warrants the Products are free from defects in workmanship and materials for one year from the delivery date, unless otherwise stated in the relevant operator’s manual or part or accessory packaging. This warranty is in lieu of all other warranties, including any implied warranties of merchantability or fitness for a particular purpose. Seller, at its sole option, will determine whether to repair or replace defective Products. Such repair or replacement is the sole and exclusive remedy against Seller. No chargeback or material or labor charges will be paid without Seller’s prior written consent. Seller’s maximum liability, and buyer’s exclusive remedy, for any claims due to product failure shall be limited to repair or replacement of non-conforming Products or payment not to exceed the purchase price therefore, at seller’s option. Buyer may notify Seller of defects by delivering a Return Material Authorization (RMA) on Seller’s form under Seller’s policies and procedures. For warranty service, Buyer may contact Buyer’s sales representative or the Briggs & Stratton Warranty Department. Although Seller attempts to comply with the various country, state, and local laws, codes, and regulations governing the sales, construction, installation, and use of Products for certain purposes, Seller cannot guarantee compliance with them all. Seller is not responsible for product installation.

**Limitation of Liability:** Seller shall not be liable, whether based in contract, warranty, indemnity, tort (including negligence), strict liability, or alternative tort remedies, or any other theory of law or equity, for any indirect, special, incidental, punitive, exemplary, or consequential damages, including damage to associated equipment, loss of profits or revenue, loss of Buyer’s property, plant, or equipment or downtime costs or claims by Buyer’s customers.

**Lead Times, Order Modifications, and Cancellations:**

Buyer, its members, or its affiliates may modify or cancel an order or shipping date without charge for the following Products under the applicable terms:

<u>Mass Retail and Dealer End Products:</u>	(7) business days prior to the scheduled shipment
<u>Engines Mfg in the U.S.:</u>	(30) business days prior to the scheduled shipment
<u>Engines Mfg outside the U.S.:</u>	(120) business days prior to scheduled shipment

At Seller’s sole discretion (e.g. for repeated returns) Seller may charge a 10% restocking fee for any Products returned after the lead times for each respective product listed above. Buyer must pay the total cost for any Products Seller procures or manufactures for the purchase order and cannot reuse. Seller may cancel any order for Products Seller no longer sells, without charge.

**Confidential Information:** Seller shall treat financial information supplied by Buyer as confidential, but may provide such information to Seller’s affiliated companies.



Briggs & Stratton, LLC
STANDARD CONDITIONS OF SALE

Seller's IP Indemnification: Seller will indemnify, defend, and hold harmless Buyer against any third party claim, suit, or proceeding alleging direct infringement of any valid US patent by any Products, provided Buyer (i) gives Seller prompt notice in writing of such allegation, threat, claim, or proceeding, and (ii) permits Seller to control the defense and cooperates with Seller in the defense and all related settlement negotiations, (iii) was operating the product for an approved use with no changes made after engine or other installation review. Seller's obligations under this indemnification provision are Buyer's sole and exclusive remedy for patent infringement.

Buyer Remedies for Infringement: If Seller determines that using the product is, or is likely to be deemed, infringing, Seller may, at its option, (i) procure Buyer the right to continue using the infringing product, (ii) replace the infringing product with a functionally equivalent non-infringing product, (iii) modify the infringing product, or (iv) accept a return of the infringing product and refund the applicable portion of the purchase price.

Buyer Indemnification: (IP) Buyer will indemnify, defend, and hold harmless Seller against any third party patent infringement claim if the Products are (i) modified by Buyer or its agents, (ii) made to Buyer's specifications, (iii) combined with other components that absent such combination there would be no infringement, or (iv) used despite Seller's offer to replace, modify, or return them. (Product Liability) Buyer will indemnify, defend, and hold harmless Seller against any third party claim, suit, or proceeding alleging 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 (iii) liability for property damage, or product liability based on Buyer-modified Products.

Recalls and Other Corrective Actions: If Seller determines it is necessary to recall or take corrective action regarding the Products because of safety, performance or other similar issues, Seller shall communicate such action to the public. Buyer shall cooperate with Seller in executing the recall or other corrective action, including maintaining a continuing list of all customers to which the Product was sold.

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 it was provided. Buyer shall not use or disclose, or permit use or disclosure of, such information to third parties without Seller's prior written consent.

Buyer Insolvency: Seller may cancel any unfilled portion of an order without liability if a receiver or trustee for the benefit of creditors or a trustee in bankruptcy is appointed for Buyer, or if Buyer makes an assignment for the benefit of creditors.

Export Control: Buyer represents and warrants it will not directly or indirectly arrange for, or participate in, the export 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 shall take all reasonable and adequate steps to prevent the export or sale of Products outside the Territory by others who purchase or lease from Buyer who might reasonably be expected to export or sell them outside the Territory. It shall be Buyer's responsibility to investigate and determine whether any sale or lease by Buyer would be in violation of this section. If Buyer violates this section, any and all warranties provided by Seller for the Products involved in such violation shall immediately become null and void and Buyer shall indemnify and hold Seller harmless from any liability arising out of such prohibited export or sale.

Assignment: Buyer may not assign this Agreement or a right to payment without Seller's written consent.

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.

Product Samples: Buyer will return any Product samples provided by Seller, or provide Seller a certification of destruction, within 60 days of request by Seller.

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.

Acknowledged receipt this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Purchaser's Company Name

Seller's Company Name

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 service<sup>1</sup> 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 <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

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: \_\_\_\_\_