



David H. Fell & Company, Inc.

Precious Metals Refiner and Manufacturer of Quality Mill Products

PO Box 910952, Los Angeles CA 90091-0952
(800) 822-1996 • (323) 722-9992 • Fax: (323) 722-6567
www.dhfco.com • E-mail: info@dhfco.com

CREDIT APPLICATION

Print Clearly or Type—Original Application Required

Amount of Credit Required \$ _____

Firm Name _____

Trade Name (If Different) _____

Address (Billing) _____
STREET CITY STATE ZIP

Address (Shipping) _____
STREET CITY STATE ZIP

Phone (____) ____ - _____ Fax (____) ____ - _____ Email Address _____

Resale Certificate Number _____

Type of Organization Corporation Partnership Sole Proprietorship

Subsidiary of _____

Years at Present Address _____ Years in Business _____

Please Provide Information on Company Principals:

Name	Address	Title	Social Security No.

Person in Charge of Accounts Payable _____

Bank References

Name	Address	Phone	Account No.

Trade References

Name	Phone	Fax	Account No.

Annual Volume of Sales Under \$50,000 \$50,000 to 100,000 \$100,000 to 250,000
 \$250,000 to 500,000 \$500,000 to 1,000,000 Over \$1,000,000



Signature _____ Date _____

Name and Title (print) _____

Note: See Personal Guarantee & Authorization for Release of Information on Reverse Side

PERSONAL GUARANTEE

At my specific request, and in consideration of Agreement by David H. Fell & Co., Inc. ("the Seller") to sell goods and extend credit to _____ (the "Buyer")
COMPANY NAME

I do hereby agree that I will be personally liable for and guarantee all debts incurred by the Buyer to Seller of any nature whatsoever including the costs of all goods, interest, collection and reasonable attorney's fees.

I guarantee payment of all said debts and understand that my obligation and liability is independent and that I may be sued alone, separately or jointly with the Buyer at Seller's sole option. My obligation is not discharged by Buyer's bankruptcy.

I waive any notice of Buyer's default or failure to make payment. I further waive any demand of payment.

I understand that this is continuing guarantee of payment, and will continue in effect unless and until terminated by me in writing and by registered or certified mail, return receipt requested; and that I will remain liable for all sums due by Buyer to Seller through and including the date that the termination is received by Seller, but that I will not be liable for any new obligations incurred by Buyer after that date.

I also agree to such extensions, renewals, forbearances or modifications of such debts as may be granted to Buyer, and waive any notice thereof.

Home Address: _____ Street _____

Spouse's Name _____

City _____ State _____ Zip _____

Telephone No _____

Renting or Buying

Social Security Number _____

Driver's License _____ Date Expires _____

Your Personal Bank _____

City _____ State _____ Zip _____

Signature of Guarantor _____

Printed Name _____ Date _____

AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

(Required for Processing)

I hereby authorize David H. Fell & Company, Inc. (DHF) to verify the information on this application, and to receive and exchange information about me and/or my business, including obtaining credit reports from credit reporting agencies and banks. I authorize David H. Fell & company, Inc. to contact these sources to update information at any time. If requested, the names and addresses of any credit bureau from which DHF received a credit report on Buyer can be furnished.

Authorized Signature _____

Date _____ Social Security Number _____



David H. Fell & Company, Inc.

Precious Metals Refiner and Manufacturer of Quality Mill Products

PO Box 910952, Los Angeles CA 90091-0952

AGREEMENT TO EXTEND CREDIT – TERMS AND CONDITIONS OF SALE

This is an agreement between David H. Fell & Co., Inc. ("the Seller") and the undersigned firm or individual ("the buyer").

Both parties recognize that the prices of the products sold by Seller can change without notice and that Seller's normal terms for sale of goods are *cash on delivery or cash before delivery* at the prices set by Seller.

Buyer has requested Seller to extend credit to Buyer on the basis of the information provided in Buyer's Credit Application and in consideration of Buyer's Agreement as set forth herein.

Buyer's Warranties and Representations:

Buyer warrants and represents:

1. That the information set forth in the Credit Application is true and correct, knowing the Seller will rely on it.
2. That Buyer has authorized the undersigned, as Buyer's representative to enter into this Credit Agreement.
3. The Buyer consents to full disclosure of information to seller by any of the referenced persons set forth in this agreement.
4. Either party may terminate this Agreement at any time for any reason and without further notice. However, it is understood and agreed that all obligations incurred up to date of termination shall remain in full force and effect, and all provisions of this agreement shall likewise be fully enforceable and binding.

TERMS OF CREDIT

1. Unless otherwise provided in the invoice or agreed upon in the credit application, all merchandise must be paid for within thirty (30) days of date of invoice at the invoiced price without discount. Payment must be made in U.S. dollars by cash or check accepted and cleared by issuing bank. No merchandise may be returned without prior approval by the Seller.
2. If any merchandise is not paid for when due, then Buyer agrees and understands that Buyer may pay an additional charge at the rate of 1.5% (18% APR) or the highest legal rate of interest allowable by law on that invoice date. This additional charge shall be for the period from the date of the invoice to the date of payment. Buyer automatically becomes liable for payment of this charge. The additional charge is an additional compensation to seller for the further extension of credit to buyer beyond the normal thirty (30) day terms, and represents the differential in price that Seller would have charged Buyer if the parties had contemplated a credit extension and term of payment exceeding thirty (30) days. Notwithstanding the additional interest consideration provided for or any other provision of this Agreement, Buyer's failure to make full payment of any invoiced amount, including interest on overdue sums, within ninety (90) days of delivery of the merchandise is a default under this Agreement.
3. Any payment received will be applied first to any interest due and then to the oldest principal.
4. This is an unsecured debt. All sales are final. A failure to pay any obligation owed by Buyer to Seller may, at Seller's sole option, accelerate payment of all obligations owed by Buyer to Seller and make such sums due and payable immediately and in full upon notice from Seller.

5. Buyer agrees that if Buyer fails to pay any sum due hereunder, and if Seller is required to retain an attorney and/or collection agency to collect the sums due, then Buyer will be liable to pay all costs of collection and reasonable attorney's fees.

DELIVERY AND CHARGES

1. Deliveries may be made in person at Seller or Buyer's place of business or by delivery in the ordinary course of business to a common carrier or to the United States Post Office.
2. Unless otherwise agreed in writing, all deliveries shall be insured for the invoiced amount of the goods, and Buyer agrees that the cost of such insurance and of the freight-delivery charges shall be borne by the Buyer and included in the invoice to Buyer by Seller.
3. Buyer agrees and understands that all risks of loss to such goods shall be upon Buyer from the instant such goods are delivered by Seller to Buyer's representative; to the common carrier or to the U.S. Post Office; and Buyer is liable to make full payment for such goods in the ordinary course of business between the parties, and pursuant to the usual terms of credit.

DOCUMENTS

1. It is contemplated that the Buyer will order merchandise in person, by mail or by telephone subject to approval of Seller at Seller's place of business.
2. On or about the date of delivery, an invoice shall be prepared by Seller memorializing the transaction and setting forth its material terms. Unless objected to by Buyer in writing and by certified mail return receipt requested or by personal delivery, the terms set forth on the invoice shall be binding upon the parties.
3. Buyer must notify Seller of any material changes in the account including name, address, change in entity. The Buyer may be required to submit a new credit application.
4. A dishonored check will incur a charge of \$25.00 for the first check and up to \$35.00 for each subsequent check that is returned for insufficient funds
5. All parts of the original credit application must be returned to the Seller with the signature of Buyer or Buyer's representative.
6. Buyer understands that Seller has developed and implemented an AML Program and Policy in accordance with the requirements of the U.S. Department of Treasury, Financial Crimes Enforcement Network, 31 CFR Part 103.140c, under the Bank Secrecy Act as amended by the USA PATRIOT Act of 2001 (Pub.L.107-56).

BUYER

BY: _____ **DATE:** _____

SELLER

BY: _____ **DATE:** _____