

## CREDIT TERMS AND CONDITIONS

*Please read carefully. By signing this Credit Application, you agree to be bound by the following terms and conditions governing the extension of credit by Crow Wholesale.*

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- **"Seller"** means Crow Wholesale / Crow Shooting Supply, its successors, assigns, employees, and agents.
  - **"Purchaser"** means the business entity named in this Credit Application, including its owners, principals, guarantors, successors, and assigns.
  - **"Goods"** means all products, materials, firearms, ammunition, accessories, and services supplied by the Seller to the Purchaser.
  - **"Invoice"** means the bill for Goods provided by the Seller to the Purchaser.
  - **"FFL"** means Federal Firearms License.
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### 2. REPRESENTATIONS AND CERTIFICATIONS

2.1 The Purchaser represents that all information provided in this application is true, correct, and complete.

2.2 The Purchaser acknowledges that the transfer of products or technical data to any individual, entity, or location (whether within or outside the United States) may be subject to restrictions and/or licensing requirements under federal and state law.

2.3 The Purchaser agrees to comply with all applicable laws, regulations, and requirements regarding the purchase, sale, storage, and transfer of Goods, including but not limited to firearms and ammunition regulations.

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### 3. CREDIT APPLICATION & INFORMATION USE

3.1 The Purchaser hereby applies for credit facilities with the Seller.

3.2 **Authorization for Credit Check:** The Purchaser authorizes the Seller to obtain credit information about the Purchaser from credit bureaus (including Dun & Bradstreet), trade references, financial institutions, and other sources as necessary to assess creditworthiness..

3.3 **Trade References:** The Purchaser consents to the Seller contacting the commercial suppliers listed in this application for credit references and to exchange payment history information.

3.4 **Bank Account Verification:** By initialing the Bank Accounts section, the Purchaser

specifically authorizes the Seller to contact the above-mentioned banks for any necessary information to complete this credit application.

3.5 All personal and financial information provided will be stored securely and used solely for processing this credit application and managing the credit account if approved.

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#### 4. DOCUMENTATION REQUIREMENTS

4.1 The Purchaser agrees to submit, if applicable:

- **FFL Documentation:** A copy of a valid Federal Firearms License.
- **Tax ID Documentation:** Appropriate tax identification documents.
- **Tax Exempt Forms:** If the Purchaser's business is located in **Iowa, Nevada, Kentucky, or North Carolina**, or if the Purchaser plans to pick up products at any Seller location, a completed Tax Exempt Form must be submitted with this application.

4.2 Credit approval is contingent upon receipt and verification of all required documentation.

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#### 5. CREDIT LIMIT AND TERMS

5.1 Subject to approval by the Seller, the Purchaser may be extended credit on terms to be determined by the Seller based on creditworthiness.

5.2 The initial credit limit requested is subject to Seller's approval and adjustment.

5.3 The Seller reserves the right to change, suspend, or withdraw any credit limit at any time without prior notice if the Purchaser fails to meet these conditions.

5.4 The Seller may, at its discretion, review and adjust the credit limit based on the Purchaser's payment history and creditworthiness.

5.5 Average application processing times range from **one week to one month** and depend upon the timeliness of reference responses.

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#### 6. PAYMENT TERMS

6.1 **Net Terms:** Approved credit accounts shall be on a **"Net 30"** basis, meaning the total amount due on each Invoice must be paid in full within **[30]** days from the Invoice date, unless otherwise specified in writing.

6.2 All payments must be made in full without any deductions, set-offs, or counterclaims unless agreed upon in writing by the Seller.

6.3 The Seller reserves the right to apply any payments received to any outstanding debts or Invoices at its sole discretion.

6.4 Invoices unpaid by the due date will be considered delinquent.

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## 7. PAYMENT METHODS

The Purchaser may remit payment for Invoices via the following methods:

- **Online Portal:** Via the Crow Wholesale Website.
- **Check:** Mailed to: Crow Wholesale, 170 Lang Creek Ave, Grinnell, IA 50112.
- **Wire/ACH:** Direct transfer initiated by the Purchaser into the Seller's bank account (contact Accounts Payable for wiring instructions).
- **ACH Debit (Pull):** By providing valid banking information, the Purchaser authorizes the Seller to initiate electronic payments to pull funds from the Purchaser's account.
- **Credit Card:** The Seller accepts credit card payments. However, the Purchaser acknowledges and agrees that a **3% processing fee** will be added to the total transaction amount for all credit card payments.

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## 8. LATE PAYMENT AND DEFAULT

8.1 The Purchaser agrees that any payment received after the due date may be subject to a late fee. The late fee shall be **1.5% per month (18% annually)** of the outstanding balance, or the maximum rate permitted by applicable law, whichever is less.

8.2 If the Purchaser fails to make payment when due, the Seller may, without notice:

- Suspend further deliveries of Goods until payment is received;
- Place the account on COD ( Cash on Delivery) or prepayment terms only;
- Report delinquent payment history to credit bureaus and trade reporting agencies.

8.3 The Purchaser shall be responsible for all reasonable costs of collection, including reasonable attorneys' fees, collection agency fees, and court costs, incurred by the Seller in the event of default.

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## 9. INVOICING AND STATEMENTS

9.1 The Purchaser agrees to provide a valid email address to which all Invoices and account statements will be sent.

9.2 The Purchaser may elect to receive Invoices and Statements via **Email** or **Mail** as indicated on the application.

9.3 It is the Purchaser's responsibility to ensure all contact information remains current and to notify the Seller immediately of any changes to address, phone, fax, email, or accounts payable contact.

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## 10. SHIPPING AND RECEIVING

10.1 The Purchaser shall specify whether the shipping address is **Residential** or **Business**.

10.2 The Purchaser shall indicate whether **Forklift** or **Dock** facilities are available at the shipping location.

10.3 The Purchaser shall provide accurate **Receiving Hours/Days** to ensure proper delivery.

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## 11. AMENDMENTS AND VARIATIONS

11.1 The Seller reserves the right to amend these Terms and Conditions at any time at its sole discretion.

11.2 Any changes will be communicated to the Purchaser in writing (via email or regular mail) and will take effect 30 days after notification unless otherwise specified.

11.3 Continued use of the credit facility after such changes constitutes acceptance of the amended terms.

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## 12. CANCELLATION AND SUSPENSION

The Seller may cancel or suspend the credit facility immediately and without notice if:

- The Purchaser fails to comply with any of these Terms and Conditions;
- The Purchaser becomes insolvent, files for bankruptcy, or has a receiver appointed;
- The Purchaser provides false or misleading information in this application;
- The Purchaser's FFL is revoked, suspended, or expires;
- The Purchaser violates any federal, state, or local law regarding the purchase or transfer of Goods.

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### **13. ENTIRE AGREEMENT**

These Terms and Conditions, together with the information provided in this Credit Application, constitute the entire agreement between the Purchaser and the Seller regarding the extension of credit and supersede any prior agreements or understandings, whether written or oral.

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### **14. GOVERNING LAW AND JURISDICTION**

14.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the **State of Iowa** and the federal laws of the **United States** applicable therein.

14.2 The Purchaser consents to the exclusive jurisdiction and venue of the courts located in **Poweshiek County, Iowa** for any disputes arising under this agreement.

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### **ACKNOWLEDGMENT AND ACCEPTANCE**

**By signing below, the Purchaser acknowledges and agrees to the following:**

I have examined this application and, to the best of my knowledge and belief, the information I have provided is true, correct, and complete.

I recognize and acknowledge the transfer of products or technical data to any individual, entity, or location (whether in my city, state, or outside the United States) may be subject to restrictions and/or licensing requirements.

I authorize Crow Shooting Supply / Crow Wholesale to contact the above-mentioned banks, commercial suppliers, and credit bureaus for any necessary information to complete this credit application.

I have read, understood, and agree to be bound by all of the above Credit Terms and Conditions

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Position/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business/Account Name:** \_\_\_\_\_