



CREDIT APPLICATION

Net 30 / Net 45 / Net 60 Terms

Please complete this form to apply for Net 30, Net 45, or Net 60 payment terms with RivCut.

We typically reply within 1–2 business days. Required fields are marked with an asterisk (*).

1. COMPANY INFORMATION

Legal entity that will be invoiced and bound by these terms

LEGAL BUSINESS NAME *

DBA (IF DIFFERENT)

BUSINESS STREET ADDRESS *

CITY *

STATE *

ZIP CODE *

BUSINESS PHONE *

BUSINESS EMAIL *

FEDERAL TAX ID / EIN *

STATE OF INCORPORATION *

DUNS # (OPTIONAL)

XX-XXXXXXX

BUSINESS TYPE (LLC, CORP, ETC.) *

YEARS IN BUSINESS *

NUMBER OF EMPLOYEES *

ANNUAL REVENUE (USD) *

INDUSTRY / MARKETS SERVED *

e.g. \$500,000 - \$1M

2. CREDIT REQUEST

Tell us how much credit you need and your expected order frequency

REQUESTED CREDIT LIMIT (USD) *

e.g. \$25,000

EXPECTED MONTHLY VOLUME (USD) *

e.g. \$5,000 - \$10,000

PAYMENT TERMS REQUESTED *

Net 30/45/60



3. BANK REFERENCE

Used to verify financial relationships only

BANK NAME *

BANK PHONE *

BANK ADDRESS *

ACCOUNT # — LAST 4 ONLY *

XXXX

ACCOUNT TYPE *

Checking / Savings

BANK CONTACT NAME

■ Never write your full account number. We only need the last 4 digits.

4. TRADE REFERENCES

Three suppliers we may contact to verify your payment history

Reference #1

COMPANY NAME *

CONTACT NAME

PHONE *

EMAIL

ACCOUNT # (OPTIONAL)

APPROVED CREDIT LIMIT

e.g. \$10,000

HOW LONG OPEN?

e.g. 3 years

AVG. DAYS TO PAY

Reference #2

COMPANY NAME *

CONTACT NAME

PHONE *

EMAIL

ACCOUNT # (OPTIONAL)

APPROVED CREDIT LIMIT

e.g. \$10,000

HOW LONG OPEN?

e.g. 3 years

AVG. DAYS TO PAY

Reference #3

COMPANY NAME *

CONTACT NAME

PHONE *

EMAIL

ACCOUNT # (OPTIONAL)

APPROVED CREDIT LIMIT

e.g. \$10,000

HOW LONG OPEN?

e.g. 3 years

AVG. DAYS TO PAY



5. ACCOUNTS PAYABLE CONTACTS

Who we send invoices to

Primary AP Contact

NAME *

EMAIL *

PHONE *

Secondary AP Contact (optional)

NAME

EMAIL

PHONE

6. PERSONAL GUARANTEE (OPTIONAL BUT SPEEDS APPROVAL)

A personal guarantee from an officer can substantially increase approved credit limit

GUARANTOR FULL NAME

GUARANTOR TITLE

SSN — LAST 4 ONLY (CREDIT CHECK)

DATE OF BIRTH (MM/DD/YYYY)

DRIVER LICENSE STATE

XXXX

HOME STREET ADDRESS

HOME PHONE

EMAIL

■ Never write your full SSN. We only need the last 4 digits for the credit check.



7. AUTHORIZATIONS & LEGAL ACKNOWLEDGMENTS

Each box must be checked for the application to be processed

- I am an authorized officer/principal of the company and have authority to bind it to these terms.
- I agree to RivCut's standard credit terms, late payment fees (1.5%/mo), and dispute-resolution policy.
- I authorize RivCut to verify the bank and trade references provided and obtain credit reports as needed.
- I understand this is a binding obligation to pay all approved credit extended under these terms.
- I acknowledge that submission information (IP address, device, timestamp) is captured for fraud prevention.

I certify under penalty of perjury that the information provided in this credit application is true, accurate, and complete to the best of my knowledge. I understand that providing false information is a federal crime under 18 U.S.C. § 1001 and may result in criminal prosecution and immediate revocation of any extended credit.

I have read and understood the certification statement above.

8. AUTHORIZED SIGNATURE

Type full name as electronic signature, OR print and sign by hand

PRINT FULL NAME *

TITLE *

DATE SIGNED *

MM/DD/YYYY

SIGNATURE *

Type full name above as electronic signature, or print this form and sign by hand inside the box.

SUBMIT YOUR COMPLETED APPLICATION

Email completed PDF to:

jimmy@rivcut.com

Or apply online for instant processing: www.rivcut.com/credit-application.html

Confidentiality: this application contains proprietary financial information and will be handled in accordance with RivCut's Privacy Policy (www.rivcut.com/privacy.html). Information is shared only with reference parties you list above.



9. CREDIT TERMS & AGREEMENT

These terms apply to all credit extended by RivCut to Customer

9.1. DEFINITIONS

In these Terms, "RivCut" or "Seller" means RivCut Inc., a California corporation. "Customer" or "Buyer" means the entity identified on this Application that has applied for credit. "Goods" means the parts and services manufactured or provided by RivCut. "Agreement" means this Application and the terms set forth herein, together with any RivCut quotation, order acknowledgment, or invoice issued in connection with a sale.

9.2. AUTHORIZATION TO OBTAIN CREDIT REPORTS (FCRA)

Customer hereby authorizes RivCut and its agents to obtain and use consumer and commercial credit reports, including but not limited to reports from Dun & Bradstreet, Experian, Equifax, and TransUnion, for the purpose of evaluating Customer's creditworthiness, opening or maintaining a credit account, and collecting amounts due. This authorization remains in effect for the duration of any credit relationship between RivCut and Customer. Customer acknowledges that this is a written instruction within the meaning of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

9.3. EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning RivCut is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

9.4. PAYMENT TERMS AND LATE CHARGES

All invoices are due and payable within the credit terms approved by RivCut (Net 30, Net 45, or Net 60) measured from the invoice date. Past-due balances shall accrue a service charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law in the applicable jurisdiction, whichever is less. Customer shall pay all amounts in U.S. dollars without offset, deduction, or counterclaim, except as expressly permitted under Section 9.7.

9.5. DEFAULT

Customer shall be in default upon (a) failure to pay any invoice when due; (b) any material misrepresentation in this Application; (c) commencement of bankruptcy, insolvency, receivership, or assignment for the benefit of creditors by or against Customer; (d) suspension or cessation of business; or (e) breach of any other material obligation to RivCut. Upon default, RivCut may, at its sole discretion: (i) declare all outstanding amounts immediately due and payable; (ii) suspend or terminate any extended credit; (iii) refuse further shipment until cured; (iv) retain or repossess any unpaid Goods; and (v) pursue any other remedy available at law or in equity.

9.6. COSTS OF COLLECTION AND ATTORNEYS' FEES

In the event Customer fails to pay any amount when due and RivCut refers the account for collection, Customer shall pay all costs of collection, including reasonable attorneys' fees, court costs, and collection-agency fees, whether or not litigation is commenced.

9.7. LIMITATION OF LIABILITY

EXCEPT FOR AMOUNTS DUE UNDER A WARRANTY OR INDEMNIFICATION OBLIGATION EXPRESSLY ACCEPTED IN WRITING BY RIVCUT, RIVCUT'S TOTAL LIABILITY UNDER OR ARISING OUT OF ANY ORDER, INVOICE, OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RIVCUT FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. IN NO EVENT SHALL RIVCUT BE LIABLE FOR LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, COST OF COVER, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. Customer acknowledges that the foregoing limitation is a material part of the bargain and the prices reflect this allocation of risk.

9.8. PERSONAL GUARANTEE CONSIDERATION

If a Personal Guarantee is executed in Section 6 of this Application, the undersigned Guarantor, in consideration of RivCut's extension of credit to Customer (which Guarantor acknowledges as good and valuable consideration directly benefiting Guarantor), unconditionally and irrevocably guarantees to RivCut the prompt and full payment of all amounts now or hereafter owed by Customer, together with interest, costs of collection, and attorneys' fees. This guarantee is continuing, absolute, and not conditioned on RivCut first proceeding against Customer or pursuing any other remedy. Guarantor waives notice of acceptance, presentment, demand, protest, dishonor, and any defense based on suretyship principles. This guarantee remains in effect until terminated by Guarantor in writing as to future credit only.

9.9. GOVERNING LAW; VENUE; JURY TRIAL WAIVER

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Alameda County, California, and Customer hereby consents to the personal jurisdiction of such courts. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.



9.10. ELECTRONIC SIGNATURES AND RECORDS

The parties agree that this Application and any related agreements may be executed and delivered electronically and that electronic signatures, including a typed full name in the signature field, shall have the same legal effect as a handwritten signature pursuant to the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.) and applicable state Uniform Electronic Transactions Acts. Each party consents to receive notices and disclosures electronically.

9.11. SPOUSAL NOTICE (EOA REGULATION B)

Pursuant to the Equal Credit Opportunity Act and Regulation B (12 C.F.R. §1002.7), RivCut will not require the signature of a spouse or other person on any credit instrument if Customer qualifies for credit individually under RivCut’s standards of creditworthiness. Customer may request joint credit; in that case, both applicants must sign and intend to apply for joint credit.

9.12. PRIVACY AND DATA USE

RivCut collects information provided in this Application solely to evaluate creditworthiness, manage the credit account, provide goods and services, and comply with applicable law. Information will not be sold to third parties. Customer’s data may be shared with credit bureaus, the trade and bank references identified herein, and service providers acting on RivCut’s behalf under written confidentiality. California residents have additional rights under the California Consumer Privacy Act (CCPA); refer to RivCut’s Privacy Policy at www.rivcut.com/privacy.html for details on access, deletion, and opt-out rights.

9.13. REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of formation; (b) the person signing this Application has full authority to bind Customer; (c) all information provided in this Application is true, accurate, and complete; (d) Customer is not insolvent and is not the subject of any pending bankruptcy proceeding; and (e) Customer’s execution and performance of this Agreement does not violate any contract, judgment, or law applicable to it. RivCut may rely on these representations in extending credit.

9.14. MODIFICATION; ENTIRE AGREEMENT; SEVERABILITY

This Application, together with any RivCut quotation, order acknowledgment, invoice, and the terms set forth herein, constitutes the entire agreement between the parties with respect to the credit relationship and supersedes all prior or contemporaneous communications. Customer’s purchase orders or other forms shall not vary these terms; conflicting provisions in such forms are expressly rejected. No modification, waiver, or amendment shall be effective unless in writing and signed by an authorized officer of RivCut. If any provision is held unenforceable, the remaining provisions shall continue in full force.

9.15. NOTICES

All notices required under this Agreement shall be in writing and delivered by (a) personal delivery; (b) certified U.S. mail with return receipt; (c) nationally recognized overnight courier; or (d) email confirmed by an automated read receipt or follow-up letter, addressed to the parties at the addresses set forth in this Application or to such other address as either party may designate by notice to the other. Notices shall be effective upon actual receipt or refusal of delivery.

9.16. TAX IDENTIFICATION AND RESALE CERTIFICATIONS

Customer affirms under penalties of perjury that the Federal Employer Identification Number (EIN) provided in this Application is correct and that Customer is the true legal entity entitled to use it. Customer agrees to provide a fully executed IRS Form W-9 upon RivCut’s request and to deliver any required state resale certificates or sales-tax-exemption documentation prior to claiming any tax exemption on RivCut invoices.

TERMS ACCEPTANCE

I have read, understood, and agree on behalf of Customer to be bound by Sections 9.1 through 9.16 above.

PRINT NAME (AUTHORIZED OFFICER) *

TITLE *

DATE *

MM/DD/YYYY

SIGNATURE OF AUTHORIZED OFFICER *

Type full name above as electronic signature, or print and sign by hand inside the box.