



Abel Quality Products

165 Aviator St. ☐ Camarillo ☐ CA 93010
Phone 805.484.8789 ☐ Fax 805.482.0701
E-mail: abelinc@gte.net ☐ Website: abelreels.com

DATE _____

DEALER QUALIFICATION QUESTIONNAIRE

COMPANY _____ D.B.A. _____

PHONE NO. _____ FAX NO. _____ E-MAIL _____

STREET ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

OWNER / PRESIDENT _____ BUYER _____

WEBSITE _____ RESALE NO. _____

(PLEASE MAIL COPY)

NOTE: PLEASE ATTACH ADDRESSES OF ALL ADDITIONAL STORES

APPLYING FOR THE FOLLOWING PRODUCT LINES:

- Full Line TR-Reels & Accessories Accessories Only Cigar Golf

PRIMARY BUSINESS IS:

- Retail Wholesale Catalog / Mail Order Guide / Outfitter Import / Export

OUR RETAIL BUSINESS IS:

- Flyfishing Pro Shop Tackle Shop Outdoor Sports Sporting Goods

Discount Department / Chain Store We Specialize in: _____

ANNUAL RETAIL SALES (U.S. \$)

- Less 120,000 120,000–250,000 250,000–500,000 500,000–1,000,000 1,000,000 +

CREDIT LINE REQUESTED \$ _____ NUMBER OF YEARS IN BUSINESS: _____

TRADE REFERENCES:

Company	Annual Purchases	Phone	Contact

BANK REFERENCES:

Name	Phone	Contact	Acct. #

MAJOR LINES SOLD:

Fly Rods	Fly Reels	Fly Fishing Acces.	Misc.

1. **Terms And Conditions:** Applicant agrees to be bound by all terms and conditions set forth herein if any sales or shipment are made to applicant on credit.
2. **Invoice Provisions:** Applicant further agrees to be bound by the terms and provisions set for the on any Abel Automatics, inc. invoices related to any sales or shipment to Applicant.
3. **Authority:** If applicant is an entity other than a sole proprietorship, the undersigned represents that he or she has been duly authorized to enter into this Agreement on behalf of such entity and that such entity is thereby fully bound.
4. **Authorization:** Applicant hereby authorizes Abel Automatics, Inc. to contact the credit references listed on the reverse and to take such other steps as Abel Automatics, Inc. deems appropriate to confirm Applicant's credit.
5. **PERSONAL GUARANTEE:** The undersigned hereby personally guarantees performance of all obligations of applicant under this agreement and payment by applicant of all amounts due under all Abel Automatics, inc. Invoices. Having been advised of the effect of said provisions by its own counsel, guarantor expressly waives the rights as well as the provisions of sections 2815, 2819, and 2845 of the California civil code (and all similar guarantor's rights as well as the provisions of any statute or law of any other jurisdiction which are similar in substance or effect to such sections) which read as follows:
 Section 2815 --- " a continuing guaranty may be revoked at any time by the guarantor, in respect to future transactions, unless there is a continuing consideration as to such transactions which he does no renounce."
 Section 2845 --- " a surety may require the creditor, subject to section 996.440 of the code of civil procedure, to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue, and which would lighten the surety's burden; and if the creditor neglects to do so, the surety is exonerated to the extent to which the surety is thereby prejudiced."
 Section 2819 ---" a surety is exonerated, except so far as he may be indemnified by the principal, if by any act of the creditor, without the consent of the surety, the original obligation of the principal is altered in any respect, or the remedies or rights of the creditor against the principal, in respect thereto, in any way impaired or suspended."
 Said guarantor further waives the provisions of sections 2849 (surety entitled to benefits of securities for performance) and section 2850 (property of principal first applied to discharge of obligation), to the extent that the same may be applicable to this transaction.
6. **Terms of Payment:** Payment for all goods is due and payable upon delivery unless other arrangements have been agreed upon in writing in advance by Abel Automatics, Inc. Interest will accrue and be payable on all accounts over thirty (30) days old; interest to be at the maximum rate permitted by law.
7. **Revocable on Nonpayment:** If the buyer fails to pay any amount to Abel Automatics, Inc. when due Abel Automatics, Inc. may terminate any contract as to further delivery, and no forbearance or course of dealing affects this right of Abel Automatics, Inc. Notwithstanding any previous shipment on credit, Abel Automatics, Inc. may, at any time, demand on delivery or require payment on tender of shipping documents.
8. **Acceptance of Terms:** A quotation, order or contract is not binding until accepted in writing by an officer of Abel Automatics, Inc. as its general office at 165 Aviator, Camarillo, California 93010. Until accepted in this manner, a quotation, order or contract is subject to change without notice.
9. **Modification and Integration:** This Agreement cannot be modified except by a writing signed by both parties. This agreement constitutes the entire agreement between the parties relating to the extension of credit by Abel Automatics, Inc. to Buyer. The provisions of any Purchase Order or other instrument of Buyer are superseded by the provisions of the Agreement.
10. **Choice of Law:** This Agreement shall be interpreted and its validity and effect shall be determined in accordance with the laws of the State of California. Any litigation in any way related to this Agreement shall be brought in Ventura County, California.
11. **Waiver:** No waiver of any breach of default under this Agreement operates as a waiver of any future default, whether of a like or different character except as otherwise provided herein.
12. **Attorneys' Fees:** In the event it becomes necessary for Abel Automatics, Inc. to retain legal counsel to implement collection procedures or to undertake litigation, or to otherwise protect its rights under this Agreement, Applicant shall pay Abel Automatics, Inc. a reasonable sum for attorneys' fees and related costs whether or not such litigation proceeds to final judgement.
13. **Severability:** If any provision of this Agreement, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, it shall not effect any other provision of this Agreement, the application of any such provision in any other circumstance or the validity or enforceability of this Agreement.



APPLICANT : _____ BY: _____

GUARANTOR

Printed Name: _____ S.S.N.# _____

Title: _____

Note: This application must be signed by an owner, partner or shareholder of the Applicant.