

The information provided by the applicant (hereinafter, "CUSTOMER") is for the purpose of establishing a commercial credit account with Sheltered Wings, Inc. d/b/a Vortex Optics (hereinafter, "VTX"). CUSTOMER desires to purchase goods and / or services from VTX, and CUSTOMER agrees, in consideration thereof, to be bound by VTX's Terms and Conditions set forth in Dealer/Sales. VTX hereby objects to any terms or conditions at variance with, different from or in addition to VTX's Terms and Conditions of Dealer/Sales. CUSTOMER further agrees to the following terms:

1. OPEN CREDIT ACCOUNT: VTX reserves the right to approve or disapprove any request for extension of credit at its sole discretion. The amount of credit extended to CUSTOMER will be determined by VTX and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. CUSTOMER agrees to below payment terms of any and all invoices, charges, fees and costs incurred on CUSTOMER'S account.

2. OPEN ACCOUNT PAYMENT TERMS: VTX's credit terms for CUSTOMER are Net 30 days from the invoice date. These are the only payment terms offered by VTX to CUSTOMER unless modified in writing and signed by a VTX officer or authorized manager.

3. CUSTOMER'S REPRESENTATIONS: Credit will be extended by VORTEX to CUSTOMER based on the information provided in this Credit Application and Agreement. CUSTOMER represents and warrants to VTX that all information and / or financial documents provided VTX are true and correct. CUSTOMER represents to VTX that it is solvent as of the date of this Credit Application and Agreement, and that any financial statement attached accurately reflects the present financial condition of the CUSTOMER. CUSTOMER expressly authorizes VTX to check CUSTOMER'S credit background. This may include obtaining a credit report from a credit reporting agency, requesting information from your bank, or inquiring directly with your creditors.

4. DEFAULT: Failure to make timely payment as provided above shall result in the account being deemed past due. Whether or not expressed in any quotation or invoice, the CUSTOMER agrees to reimburse VTX for all collection agency fees, expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by VTX in enforcing any of its rights hereunder and / or collecting any past due sums.

5. GOVERNING LAW AND VENUE: This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of law principles thereof.

6. ENTIRE AGREEMENT: This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the Parties relative thereto. This Agreement may not be amended except in writing and signed by both Parties, and no right or objection hereunder may be waived except in writing signed by the waiving Party.

7. INVALIDITY: If any provision of this Agreement is found to violate any statute, rule, regulation, order or decree of any governmental authority, court, agency, or securities exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted from this Agreement to the minimum extent necessary to cure such violation.

8. SUCCESSORS AND ASSIGNS: This agreement is for the benefit of the Parties and their respective directors, officers, employees, representatives, agents and their respective successors and assigns.

9. TAX EXEMPTION STATUS: CUSTOMER will be charged sales and use tax unless valid tax exemption certificate is provided to VTX. Exemption certificates must be valid for CUSTOMER making purchases from VTX.

ACKNOWLEDGEMENT: The undersigned hereby warrants and represents (i) that he or she is a duly authorized representative of the CUSTOMER with full legal authority to bind the same by the execution of this Application and (ii) that the information set forth in this Application is provided for the purpose of obtaining credit from VTX and is true and correct. The undersigned hereby acknowledges and agrees (iii) that effective upon any acceptance by VTX of this Application, all sales of goods or services to CUSTOMER will be governed by VTX's standard terms and conditions of Dealer/Sales and as the same may be modified from time to time and (iv) that VTX's provision of credit for the supply of goods and services shall constitute fair and sufficient consideration in exchange for the applicability

of such standard terms and conditions of sale.

Signature _____ **Print Name** _____ **Date** _____

PERSONAL GUARANTEE: In consideration of VTX's extending credit to CUSTOMER, the undersigned (hereinafter, "GUARANTOR") unconditionally and irrevocably guarantees and promises to pay to VTX, any and all indebtedness and perform all obligations of CUSTOMER to VTX. GUARANTOR waives notice of the following: (i) acceptance of this guarantee by VTX; (ii) creation of any debt or obligation on the party of CUSTOMER to VTX; (iii) default by CUSTOMER on any obligations owing to VTX; and (iv) presentment, protest and demand and / or notice of presentment, protest and demand. GUARANTOR agrees that VTX may, with affecting GUARANTOR'S liability, compromise or release, and grant extensions of time of payment to CUSTOMER. GUARANTOR shall pay all attorney's fees and costs incurred by VTX in the enforcement of this guarantee. This guarantee shall continue in force until revoked by GUARANTOR in writing transmitted by certified mail return receipt requested to: Sheltered Wings, Inc., d/b/a Vortex Optics, 1 Vortex Drive, Barneveld, WI 53507. Revocation shall be effective sixty days after receipt by VTX. Revocation shall not terminate or otherwise affect any obligations of GUARANTOR existing on or accrued prior to the effective date of revocation and shall not affect any rights or obligations arising out of transactions having their inception prior to the effective date of revocation.

Signature _____ **Print Name** _____ **Date** _____