



**CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT
(COMPANY CHECK & TERMS)**

SALES REP.: _____ Phone: +86 579 88058988

For the purpose of obtaining merchandise from tiger golf Corp.®, the following statements in writing are made by the Applicant, and tiger golf Corp.® should rely on all such statements as correct. This agreement is between the Applicant signed on this agreement and tiger golf Corp.®. Applicant authorizes tiger golf Corp.® to contact any references given and inquire about credit history. Applicant acknowledges that it has read and understands the terms and conditions hereof and agrees to be bound by them, that this document with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. Applicant further agrees to notify tiger golf Corp.® in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets, or other facts set forth below:

GENERAL INFORMATION	
Legal Name of Firm:	_____
DBA:	_____ Name of Parent Company, if Subsidiary: _____
Business Mailing Address:	_____
CITY _____ STATE _____ ZIP CODE _____ WEBSITE _____	
Phone: () _____ Fax: () _____ E-MAIL: _____	
Business Shipping Address:	_____
CITY _____ STATE _____ ZIP CODE _____ CONTACT PERSON SALES: _____	
Phone: () _____ Fax: () _____ CONTACT PERSON A/R: _____	
Type of Business _____ Year Business Established _____ Number of Locations _____ Carriers Name _____	
At Present Location Since (Date) _____ Owns _____ Rents _____ Warehouse _____ Store Front _____ Other (Specify) _____	
Corporation Publicly Held Corporation Partnership Sole Proprietorship Agent Sub-Agent Carrier Mass Merchandiser Distributor Reseller	
Corporate Officers: President _____ Social Security No _____	
Home Address _____ <small>(STREET,CITY, STATE, ZIP CODE)</small>	
Vice President _____ Social Security No _____	
Home Address _____ <small>(STREET,CITY, STATE, ZIP CODE)</small>	
Sole Prop./Partnership Owner/Partner _____ Social Security No _____	
Home Address _____ <small>(STREET,CITY, STATE, ZIP CODE)</small>	
Owner/Partner _____ Social Security No _____	
Home Address _____ <small>(STREET,CITY, STATE, ZIP CODE)</small>	
Authorizing Purchasing Agent:	_____
Listed in D & B: Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, D & B # _____ Other Credit Bureau: _____	
Tax Resale No. _____ State _____ Federal I.D. _____ Please attach your Resale License/Tax Exemption Certificate	

TIGER GOLF CORPORATION
 Hardware Technology Industry Zone, Phone: 86-579-88058988, Fax 86-579-88058288
 website: www.top-golfer.com , E-mail: sale@top-golfer.com



TERMS AND CONDITIONS OF SALE ** REQUIRED

The dealer classification:

- 1).The common dealer: Annual purchase is not required, but the purchase order should reach \$5000 each time.
- 2).The sole & exclusive dealer: Certification as tiger golf Company's dealer the annual purchase and the first purchase sales are required sum should reach \$40,000 and the annual sales sum reach \$80,000. According to the sales results, the exclusive dealer also enjoys the yearly (in the mid-year and year-end) discount, except for the sole distribution in the specific area. (the products with special sales are not included)

Payment of the purchase price for goods and /or services acquired from TIGER GOLF CORP. shall be made pursuant to the terms set forth on each invoice and applicant agrees to pay all charges according to the payment of any invoice

Purchase Order: A purchase order is required for all first time sales and thereafter for any order \$5,000 or greater.

Accurate Information: Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith is true and correct and that this information is being furnished to tiger golf Corp.® for the purpose of inducing tiger golf Corp.® to extend credit to Applicant, and understands that tiger golf Corp.® intends to rely upon such information as correct.

tiger golf Corp.® Expenses: Applicant shall pay to tiger golf Corp.. all costs and expenses, including, without limitation, reasonable attorney's fees of amount owed, and the fees of any collection agency and court costs, incurred by tiger golf Corp.® in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereunder.

Supplier's Terms Control: These Supplier Terms and Conditions of Sale (-Terms") shall control and prevail over any contrary terms in Purchaser's purchase order. These Terms are for delivery to Purchaser's carrier, F.O.B. Supplier's warehouse or other point or points of delivery designated by Purchaser.

Credit Approval: All orders are subject to approval of credit by Supplier.

Additional Transportation Charges: Supplier shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed to in writing.

Force Majeure: Supplier shall arrange reasonably prompt shipment of Products, F.O.B. the point or points of delivery designated by Supplier, pursuant to terms hereof, provided, however, that Supplier shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Supplier's warehouse, boycott, embargo or any act

or regulation of government of governmental authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond Supplier's control resulting in impossibility of performance of Supplier's duties and obligations hereunder.

Risk of Loss: Risk of loss, damage to and title to Products shall pass upon delivery thereof to Purchaser's carrier, F.O.B. Supplier's NingBo warehouse or other point or points of delivery designated by Supplier as provided in these Terms. Upon receipt of shipment, it shall be the responsibility of Purchaser or the consignee receiving shipment to check materials and secure written acknowledgment from delivering carrier for any shortages, loss or damage. Notification of such shortages, loss or damage must also be made in writing to Supplier.

Prices: Purchaser shall purchase Products in accordance with Prices, as determined by Supplier, that are prevailing at the time of shipment.

MANUFACTURERS WARRANTY: Supplier shall pass through to Purchaser such warranties as are provided to Supplier for such Product for each Product purchased by Purchaser pursuant to this Agreement.

DISCLAIMER OF WARRANTIES:THE MANUFACTURER'S WARRANTY PASSED ON THROUGH BY SUPPLIER TO PURCHASER HEREUNDER, IF ANY, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY:PURCHASER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND/OR PRODUCTS SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURER OF SUCH PRODUCTS TO PUCHASER AND/OR PURCHASER'S CUSTOMERS AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED THEREIN, NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS,LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO PURCHASER OR PURCHASER'S CUSTOMERS.

No Returns; No Refunds: Products are returnable only as provided in the applicable manufacturers warranty for such Products, and Products otherwise shall be non-returnable and the Prices therefor shall be non-refundable.

GENERAL: (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of tiger golf Corp.® to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.(b) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result.(c)This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to benefit of the parties hereto and their respective successors and assigns. (d) The rights and remedies granted herein are non-exclusive to those otherwise available of equity.

Encouragement Policies: Tiger Golf Company carries out the distribution encouragement policies as follows:

- a) If the purchase total sum exceeds \$80,000 by the end of each year, the discount rate of 2% of the sales is returned.
- b) In the same way, the total sum exceeds \$100,000 by the end of each year, the discount rate of 3% the sales is returned.
- c) The total amount exceeds \$800,000 by the end of each year , the discount rate of 4% of the sales is returned.

APPLICANT

(FULL FIRM NAME)

BY AUTHORIZED AGENT/OFFICER

(SIGNATURE)

(TITLE)

(DATE)

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