

HALLMART

COLLECTIBLES

TERMS OF AGREEMENT

V.2016 SEP

1. All purchases by Applicant of goods and/or services acquired from Hallmart Collectibles Inc, Inc. will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing the Applicant's obligation to Hallmart Collectibles, Inc. all of which are incorporated herein by this reference.
2. Payment of purchase price for goods and/or services acquired from Hallmart Collectibles, Inc. shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due to Hallmart Collectibles, Inc. on all invoices shall become due in full immediately upon default in the payment of any invoice.
3. Applicant agrees to pay interest in the amount of 2.5% per month, or the highest rate permitted by law, whichever is greater, on any payment considered past due until collected.
4. Applicant agrees to pay all costs of collection incurred by Hallmart Collectibles, Inc. including reasonable attorney's/agencies' fees and expenses, should a default in payment or any other obligation of Applicant occur.
5. Applicant agrees to pay a service/handling charge of \$50.00 for each non-sufficient/returned check to Hallmart Collectibles, Inc.
6. The parties hereto hereby irrevocably consent (a) to the jurisdiction of the Circuit Courts of Los Angeles, CA and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Account or any document or instrument delivered pursuant to this Account or the other documents relating to this Account, and (b) to the service of process by certified mail, return receipt requested. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceeding or otherwise proceed against any party in any other jurisdiction.

Applicant hereby certified that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that the information is being furnished to Hallmart Collectibles Inc, Inc. for the purpose of inducing Hallmart Collectibles, Inc. to extend credit to Applicant and understands that Hallmart Collectibles, Inc. intends to rely upon such information. Applicant agrees to be bound by the terms and conditions in this Application and all invoices and other documents furnished by Hallmart Collectibles, Inc. from time to time, all of which are incorporated herein by references, and to advise Hallmart Collectibles, Inc. of any material change in the information provided herein, including but not limited to change of ownership, address or telephone. Applicant understands that Hallmart Collectibles, Inc. will retain this Application whether or not it is approved. Applicant hereby authorizes Hallmart Collectibles, Inc. to check Applicant's personal and business credit history and trade and bank references for customary credit information, to confirm the information contained on this Application and to release information to other creditors regarding Applicant's credit experience with Hallmart Collectibles, Inc.. Applicant hereby authorizes its bank to release information to Hallmart Collectibles, Inc. regarding its checking and/or other accounts.

Personal Guaranty

The undersigned agrees to act as a personal guarantor for all debts incurred both now and in the future by the Company, Organization, person or corporation who have signed this credit application and have been extended credit, both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked or rescinded if any principle balance remains outstanding. Guaranty is absolute, continuing and irrevocable guarantee and is not conditioned upon any other person or party signing the same. Guaranty is enforceable individually and/or severally.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Hallmart Collectibles, Inc. to proceed against, or make any effect at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought here upon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Hallmart Collectibles, Inc. In the event more than one party executed this Guaranty, as a guarantor, then each guarantor agrees to be jointly and/or severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

The parties hereto hereby irrevocably consent (a) to the jurisdiction of the Circuit Courts of Los Angeles, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Account or any documenter instrument delivered pursuant to this Account or the other documents relating to this Account, and (b) to the service of process by certified mail, return receipt requested. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceeding or otherwise proceed against any party in any other jurisdiction.

The guarantor hereby grants permission to Hallmart Collectibles, Inc. to obtain personal credit information from the references furnished and/or from credit bureau reports as may be deemed advisable.

SALES AGREEMENT

The undersigned inconsideration for the terms stated herein for the extension of credit by Hallmart Collectibles, Inc., hereby agrees the terms of sale are "payment in full by the 30th day of the date of invoice." The invoice(s) become past due if not paid by the 30th day of the date of invoice, your account may be placed on hold and sent to our collection department. In the event of default in payment, and if the same is placed in the hands of an attorney for collection, the undersigned agrees to pay all costs of collection, including reasonable attorney's fee. There will be a 25% Restocking Charge on all merchandise returned for credit. The undersigned does hereby certify that the information contained on this application is true and correct, and further agrees that any change in ownership or officers or form that the business operates shall be made known to Hallmart Collectibles, Inc., 7119 Fair Ave North Hollywood CA 91605. This notice shall be in writing and mailed to Hallmart Collectibles, Inc. by certified U.S. Mail.

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