

Personal Guarantee

In consideration of credit being extended by Earth Customs, Inc. / Earth Cargo Inc. to the above named applicant for services to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Earth Customs, Inc. / Earth Cargo Inc. the faithful payment, when due, of all accounts of said applicant for the purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Earth Customs, Inc. / Earth Cargo Inc. extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the Undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

We request that credit privileges be extended to our company and agree to pay all charges with the designated terms. Failure to do so will result in withdrawal of credit privileges. We understand that non-payment may result in the implementation of a lien on present shipments for past outstanding debts. This guaranty shall be constructed under and governed by the laws of the state of California. The undersigned consents to the personal jurisdiction of the Federal and State courts located in the State of California, waives any argument that such a forum is not either the State or Federal courts in the State of California. Venue for all actions shall be in Los Angeles, California.

All costs in the undersigned represents that the above mentioned information is correct and true as of the date hereof. This information is submitted for the purpose of obtaining credit with Earth Customs, Inc. / Earth Cargo, Inc. Upon acceptance of the application, the undersigned agrees to the following:

1. **TERMS OF PAYMENT** – Invoices are due upon presentation and payment should be considered late (past due) if not received within the agreed terms from billing date.
2. **INTEREST ON LATE PAYMENTS** – Interest is due at the current maximum legally allowed rate.
3. **COST OF COLLECTION**- Including, but not limited to fees paid to collection agencies and reasonable attorneys fees + costs whether suit is commenced or not.
4. The officers signing for a corporation or anyone signing for a L.L.C. shall be personally liable for all the terms of this agreement

Name of Firm _____

Date _____ Signature _____ Title _____

Date _____ Signature _____ Title _____

Please note, your credit application cannot be processed until the above is completed, signed and returned to Earth Customs, Inc. / Earth Cargo, Inc.

FOR OFFICE USE ONLY

Accepted by _____ Date _____

Declined by _____ Date _____

COMMENTS: _____