



Phone: 800-624-1116
Fax: 714-545-3311

And/Or

1600 E. McFadden Ave
Santa Ana, CA 92705



Phone: 800-464-7673
Fax: 714-545-7673

CREDIT APPLICATION

Credit Line Amount
Requested: \$ _____

Date: _____

Name of Firm: _____ Phone: () _____

Street Address: _____ Fax: () _____

City: _____ State: _____ Zip: _____

Sole proprietorship Partnership Corporation LLC

Owner President: _____ E-Mail: _____

Accounting Manager: _____ E-mail: _____

Purchasing Agent: _____ E-mail: _____

Name of Bank: _____ Branch: _____

Street Address: _____ Account#: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____ Phone: () _____

Number of Years Under Present Ownership: _____ Resale Number: _____

Name of your current suppliers: _____

Estimated monthly \$\$ amount of our products: _____ Annual Gross Sales: _____

Of employees: _____ # Inside Sales: _____ # Outside Sales Personnel _____

Do you publish a catalog? _____ YES _____ NO Dun's No. _____

Type of Business:

- Mfr./OEM
- Wholesale Distributor
- Retail Store
- Rigger
- Other

Explain: _____

Type of Industry:

- Aerospace/Defense
- Marine
- Arborist
- Industrial: _____
- Gen. Hardware: _____
- Construction: _____
- Electric/Utility: _____
- Sports / Recreation: _____
- Other: _____

**PLEASE ENCLOSE YOUR CATALOG OR
BROCHURE WITH THIS APPLICATION**

GENERAL CONDITIONS

1. Limited Warranty:

a. **Ninety-day Limited Warranty:** Seller warrants that the goods are free from defects in materials and workmanship for a period of ninety (90) days from the date of delivery to Customer. Any claim of defects not made within said ninety (90) day period are waived and released. Seller's sole responsibility with respect to claims made within said ninety (90) day period is, at its option, to repair or to replace any goods which it deems to be defective. The foregoing warranty does not apply if repair or replacement of the goods is required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration, or modification of the goods by persons other than Seller: addition of goods not supplied by Seller; accidents; failure of any items not provided by Seller; fault or negligence of Customer; operator error or improper use or misuse of the goods; causes external to the goods such as, but not limited to, transportation, theft, fire or water damage; and uses which do not meet manufacturer's specifications. Seller is not responsible for any failure to provide service, parts, or replacements due to circumstances beyond its control. OTHER THAN AS FORTH ABOVE IN THIS PARAGRAPH, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE), WHETHER EXPRESS OR IMPLIED. THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS AND SPECIAL, PUNATIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GOODS PROVIDED BY SELLER.

b. **Twenty-day Claim Policy:** All claims regarding an invoice must be made within twenty (20) days from the date of shipment. The corresponding invoice must accompany all claims. All claims must be made to Seller's Customer Service Department. No goods may be returned without the Customer Service Department's Authorization ("Return Material Authorization") issued by the Customer Service Department. Goods returned without a Returned Material Authorization will be refused by Seller's Receiving Department. Goods must be returned freight prepaid. Seller reserves the right to charge a restocking charge at its discretion.

c. **Risk of Loss With Customer:** By shipping the equipment FOB/Santa Ana, Customer acknowledges that the risk of loss of goods in transit is with Customer. Loss or damage to the goods in transit should be reported to the freight carrier immediately upon receipt.

2. **Security Interest:** To secure Customer's full performance of all obligations arising under this agreement, Customer hereby grants to Seller and Seller hereby retains a security interest in the following collateral: (a) the goods provided by Seller and (b) all products and proceeds derived from the foregoing to secure Customer's full performance of all obligations arising under this agreement. As such, Seller is a "secured party" as defined in Division 9 of the California Commercial Code, and has all rights and remedies on default allowed the holder of a security interest under Division 9. Without limiting the scope of these remedies, Seller, as secured party, has the right at any time after Customer's default and without notice to Customer (except when required by law) to repossess and, without breach of the peace, remove the goods from the private premises of the Customer. This agreement shall be deemed a security agreement as that term is referred to in Division 9 of the California Commercial Code. Customer agrees that in the event of any default in the making any installment payment or in the performance of any other provisions contained in this agreement, or if any attachment or executions made or levied on the goods or if petitioned in bankruptcy or insolvency or for the appointment of a receiver or trustee, shall be filed by or against the Customer, or for any of Customer's property, or if the Customer makes any assignment for the benefit of creditors, or if a petition or other proceeding shall be filed by or against the Customer for reorganization, compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors, or if Seller deems itself insecure for any reason, all remaining amounts owing, if any, may be declared by Seller immediately due and payable, and in the event of nonpayment, a Customer agrees on demand to deliver said collateral to Seller. Customer hereby authorizes Seller to take any and all actions necessary to perfect, maintain, and amend its security interest in the collateral, including without limitation to file a UCC-1 Financing Statement and continuations and amendments thereto in such offices as Seller may elect.

3. **Authority and Effect of Signature:** The individual signing below is the owner or is authorized to enter into this agreement on behalf of Customer. Each individual undersigned, if the box below the signature is marked, is also a Guarantor. The Guarantor unconditionally and irrevocably guarantees the performance by Customer of each obligation in this agreement. The guaranty is continuing and terminates only upon satisfaction of each and every of the Customer's obligations to Seller. Guarantor agrees that it is not necessary for Seller to initiate an action or exhaust its remedies against Customer in order to enforce this guaranty. This guaranty may be immediately enforced upon Customer's failure to perform any obligation to Seller. This guaranty is not released, extinguished, modified or in any way affected by the failure on the part of Seller to enforce all or any rights and remedies available under this agreement. The bankruptcy of Customer does not relieve Guarantor of his or her obligations under this guaranty.

4. **Inspection:** Upon receipt, Customer shall have inspected the goods and, except as described in Section 1 of this agreement, is deemed to find it then in good working condition and in good order.
5. **Waiver/Miscellaneous:** In the event of any default by Customer, Seller may pursue any legal remedy available to collect all sums due and owing hereunder. All rights and remedies of Seller are cumulative and not in the alternative, and no waiver of any default shall operate as a waiver of any other default. The Customer acknowledges that the goods furnished and services rendered by Seller are sold only on the terms and conditions herein, notwithstanding any other terms on Customer's order or quotation form. Nothing in this agreement is intended or shall be construed as creating any exclusive arrangement with Customer. Customer further agrees that time is the essence of this agreement. The terms of this agreement may not be amended, modified or rescinded, except by a written instrument signed by both parties and specifically referring to this agreement.
6. **Assignment and Collection:** Seller may assign this agreement, including without limitation to collection by a third party collection agency.
7. **Default:** In case of default in payment of any installment, the unpaid balances are immediately due and payable at the option of the Seller without notice. Customer hereby agrees to pay interest at the maximum rate of interest permitted by law on all overdue payments, and all costs of collection, including reasonable attorney's fees.
8. **Termination of Credit Line:** The extension of any additional credit may be terminated immediately in the event of any default under this agreement or upon the occurrence of any matter permitting Seller to declare any payments due and payable. Seller may also elect to terminate any obligations to extend credit upon thirty (30) days' notice to Customer.
9. **Governing Law:** This agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California.
10. **Consequential Damages:** CUSTOMER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, AND DIRECT OR CONSEQUENTIAL DAMAGES, OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
11. **All sales are made F.O.B. point of shipment unless otherwise specified.** Title passes to purchaser upon shipment of goods to carrier at F.O.B. point, thereafter risk of loss of damage shall be upon the Customer. In the event an invoice is not paid and more than ninety (90) days have passed since billing, a deferred price differential of 1½ percent will be charged to purchaser, per month, until the invoice is paid in full. Purchaser agrees to pay reasonable attorney's fees in any action required to collect unpaid amount due the seller. In the event a lawsuit is initiated to resolve a dispute regarding an obligation to pay, it is agreed that the courts of the State of California and specifically the County of Orange have exclusive jurisdiction.
12. **Purchase Orders and Pricing.** Any order and/or quotation and subsequent orders, in addition to the other terms and conditions set forth in the bid, shall include the following terms: Buyer acknowledges that Seller's price to supply the product is based on the quantity purchased. Buyer agrees that the price per unit is based on the total quantity ordered hereunder; and the price per unit will increase if Buyer elects to reduce the total number ordered, cancels the contract prior to receiving the total number ordered, or delays acceptance of the total number ordered beyond the agreed upon completion date. Without limiting Seller's rights to enforce the remainder of the contract, Buyer agrees to pay the increased price on all product received on the occurrence of Buyer's election to reduce, cancel or delay, in the manner provided herein. **In the event of any conflict between this agreement and the terms and conditions of any advertisement, purchase order or similar document pursuant to which the Customer entered into this agreement, the terms and conditions of this agreement control.**

List four (4) open account suppliers dealt with for more than a year:

Name of Firm: _____ **Phone:** _____
Address: _____ **Fax:** _____
City: _____ **State:** _____
Contact: _____

Name of Firm: _____ **Phone:** _____
Address: _____ **Fax:** _____
City: _____ **State:** _____
Contact: _____

Name of Firm: _____ **Phone:** _____
Address: _____ **Fax:** _____
City: _____ **State:** _____
Contact: _____

Name of Firm: _____ **Phone:** _____
Address: _____ **Fax:** _____
City: _____ **State:** _____
Contact: _____

In consideration of credit, purchaser and guarantor agree to the terms and conditions included in pages 1-4 of this Credit Application.

TERMS OF PAYMENT ARE NET 30 DAYS FROM INVOICE DATE. All sales are made F.O.B. point of shipment unless otherwise specified. Title passes to purchaser upon shipment of goods to carrier at F.O.B. point, thereafter risk of loss or damage shall be upon the purchaser. In the event any invoice is not paid and more than ninety (90) days have passed since billing, a deferred price differential of 1 ½ percent will be charged to Purchaser, per month, until invoice is paid.

Prepared by: _____ **Date:** _____
(Please print)

Signature of Owner/Guarantor or Authorized Representative Required

Note: If Sole Proprietor or Partnership, Owner or Partner **MUST SIGN THE APPLICATION.**

Name (Please Print)

Signature / Title

If additional Guarantor is required

Additional Guarantor Name (Please Print)

Signature / Title