



**CONFIDENTIAL CREDIT APPLICATION**  
 PLEASE COMPLETE BOTH PAGES, SIGN AND MAIL THE ORIGINAL  
 4420 SAN FERNANDO ROAD / GLENDALE, CA 91204 / (818) 247-7500

|                 |  |
|-----------------|--|
| Legal Name      | Federal EIN # (If None Then Soc. Sec. #) |
| Street Address  | Resale #                                 |
| City, State ZIP | DUNS #                                   |
| Billing Address |  |
| Phone           | Fax                                      |
|                 | E-mail                                   |

**COMPANY INFORMATION**

|                            |                     |                                     |
|----------------------------|---------------------|-------------------------------------|
| Owner or Partner's Name(s) |                     |                                     |
| Accounts Payable Contact   |                     | Phone                               |
| Chief Financial Officer    |                     | Phone                               |
| Type of Business           |                     |                                     |
| In Business Since          | Number of Employees | Annual Sales                        |
| Proprietorship             | Partnership         | Corporation, State of Incorporation |

**BANK REFERENCES**

|                 |           |         |
|-----------------|-----------|---------|
| Name            | Account # | Contact |
| Address         | Phone     |         |
| City, State ZIP | Fax       |         |

**TRADE REFERENCES (OPEN ACCOUNTS ONLY, DO NOT INCLUDE INSURANCE, OIL COMPANIES, OR CREDIT CARDS)**

|    |         |             |       |
|----|---------|-------------|-------|
| 1. | Name    | Account #   | Phone |
|    | Contact | Credit Line | Fax   |
|    | Address |             |       |
| 2. | Name    | Account #   | Phone |
|    | Contact | Credit Line | Fax   |
|    | Address |             |       |
| 3. | Name    | Account #   | Phone |
|    | Contact | Credit Line | Fax   |
|    | Address |             |       |

Desired Credit Limit

|   |                        |
|---|------------------------|
| Do You Pledge or Borrow on Your Accounts Receivable?        | From Whom              |
| Real Estate    Owned       Rented       Valued              | Mortgage               |
| Have You Been Involved With Litigation In The Last 5 Years? | If Yes, Please Explain |

Please Check Basis On Which You Pay Merchandise Bills    Discount    30 Days    60 Days    90 Days    Special Terms

Applicant's Signature attests financial responsibility, ability, and willingness to pay our invoices in accordance with the terms stated thereon, and on reverse of this application. The undersigned, as individuals, jointly and severally guarantee the prompt payment of all indebtedness of applicant, now existing and hereafter incurred. According to the terms of our invoices and this application and further agree to pay all expenses of collection including reasonable attorneys' fees, interest and court costs incurred in case of default in payments in compliance with terms. I attest the above information to be true and accurate.

This information to be used for the sole purpose of establishing a credit line in accordance with creditors policies. All information to be held strictly confidential.

|                      |       |      |
|----------------------|-------|------|
| Authorized Signature | Title | Date |
|----------------------|-------|------|

|                            |                    |             |                     |
|----------------------------|--------------------|-------------|---------------------|
| <b>FOR OFFICE USE ONLY</b> | <b>Approved By</b> | <b>Date</b> | <b>Credit Limit</b> |
|----------------------------|--------------------|-------------|---------------------|

## TERMS OF SALE

Seller hereby agrees to sell the merchandise set forth on the face hereof (the "goods") subject to the following terms and conditions and no others proposed by Buyer, whether consistent or inconsistent herewith, unless agreed to in a writing signed by Seller. If there is an inconsistency between these terms and the terms on the face hereof, the terms on the face hereof shall control.

1. **Taxes.** Prices on the goods are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.

2. **Terms of Payment.** Unless otherwise provided on the face hereof, payment is due 30 days following the invoice date, which will be the date of shipment or the date that Buyer is notified that the goods are ready for pickup or shipment and that Seller is awaiting Buyer's instructions. Payment not received within 5 days of the date due will subject Buyer to a late charge or the delinquent amount at the highest rate of interest per month permitted by law.

3. **Shipment, Delivery and Risk of Loss.** The goods shall be shipped (or retained by Seller for pick up by Buyer), as set forth on the face hereof, at Buyer's sole cost and expense. When shipment is by Seller's trucks, risk of loss and title pass to Buyer when the goods are unloaded at the destination specified by Buyer. When shipment is by any other means, risk of loss and title pass to Buyer upon delivery of the goods to the carrier. When Buyer arranges for pick up of the goods at Seller's factory or warehouse, risk of loss and title pass to Buyer at Seller's factory or warehouse upon delivery of the goods to Buyer or its agent. If without fault of Seller the manner of delivery specified on the face hereof becomes commercially impracticable, but a commercially acceptable substitute is available, Seller may use such substitute. Buyer shall pay any additional charges occasioned thereby and Seller shall refund any savings which may occur to use such substitute. Buyer shall pay any additional charges occasioned thereby and Seller shall refund any savings which may occur.

4. **Delays.** Seller will not be liable for any delay in the delivery or shipment of the goods, or for any damages suffered by Buyer by reason of such delay, regardless of the reason for the delay. Seller agrees to use its best efforts to perform within any time period specified on the face hereof.

5. **Inspection.** Buyer shall inspect the goods immediately on their arrival or at the time of pick up, as the case may be, and shall within 48 hours thereof give written notice to Seller of any claim that the goods do not conform with the terms hereof. Goods shall not be deemed nonconforming as long as the measurements thereof meet specifications within reasonable commercial tolerances. Failure to give notice that the goods are nonconforming within the times and according to the procedure specified above shall be deemed to be an acceptance of the goods and Buyer shall be bound to pay for the goods in accordance with the terms hereof. Buyer expressly waives any rights Buyer may have to revoke acceptance after such period.

Any goods which are nonconforming are expressly tendered as an accommodation to Buyer. If deemed by Buyer to be nonconforming or defective, Buyer shall not return the goods, but shall notify Seller immediately, but in no event later than 48 hours after arrival or pick up, as the case may be, stating full particulars in support of its claim. Seller will investigate and, if it accepts Buyer's claim, will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly. None of the goods may be returned to Seller without Seller's written consent. UNDER NO CIRCUMSTANCES SHALL SELLER BE OBLIGATED FOR CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, OR EXPENSES IN CONNECTION WITH OR BY REASON OF THE USE OF OR INABILITY TO USE THE GOODS PURCHASED FOR ANY PURPOSE.

6. **Nondelivery, Rightful Rejection of Goods – Money Damages Exclusive Remedy.** If Seller fails to make delivery or repudiates or if Buyer rightfully rejects the goods, the with respect to any goods involved, and with respect to the whole if the breach goes to the whole contract, Buyer may cancel the contract and, whether or not he has done so, Buyer may in addition to recovering so much of the price as has been paid, recover damages for nondelivery. The measure of damages shall be the difference between the market price at the time when Buyer learns of Seller's breach and the contract price, less expenses saved in consequence of Seller's breach. Buyer shall not be entitled to incidental or consequential damage. The foregoing remedies shall be the exclusive remedies available to Buyer for Seller's failure to make delivery or repudiation or for Buyer's rightful rejection of the goods.

7. **Wrongful Rejection.** Wrongful rejection of goods or failure to make payment for the goods, hereby terminates any obligation to make further performance on the part of Seller and the contract may be terminated at the option of Seller.

8. **Acceleration.** On default hereunder or under any obligation of Buyer to Seller, Seller may without notice to Buyer, accelerate the payment or performance of any or all of Buyer's obligations hereunder.

9. **Repossession of Goods.** On default hereunder Seller may without notice to Buyer, take possession of the goods and may enter onto Buyer's premises for the purpose of taking possession of the goods.

10. **Reservation of Power to Suspend Performance.** Seller on giving 10 days notice to Buyer shall have the power to suspend performance hereunder due to default of or cancellation by Buyer. Seller shall be entitled to all incidental damages, including but not limited to, all commercially reasonable charges incurred in stopping delivery.

11. **Warranties on Seller's Standard Line.** Seller warrants goods which are part of its standard line in accordance with its standard written warranty in effect at the time of shipment of the goods.

**SAID WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THERE IS NO WARRANTY BY SELLER THAT ANY OF THE GOODS IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

12. **Disclaimer of Warranty of Custom Products.** **THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING GOODS SOLD BY SELLER WHICH HAVE BEEN MANUFACTURED TO BUYER'S PARTICULAR SPECIFICATIONS OR REQUIREMENTS. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH GOODS ARE SOLD "AS IS" AND "WITH ALL FAULTS".**

13. **Buyer's Patent Indemnity.** If any of the goods shall be manufactured and/or sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect, and save harmless Seller against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and to defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and/or sale of the goods covered thereby.

14. **Choice of Law.** The contract between buyer and Seller shall be subject to and interpreted in accordance with the law of the State of California as such law is applied to contracts made in California between California residents.

15. **Assignment and Delegation.** Buyer may not assign any of its rights or delegate any of its duties hereunder without the express written consent of Seller. Any attempted assignment or delegation is void and of no force or effect.

16. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of the contract between Buyer and Seller, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

All rights of Seller hereunder are separate and cumulative and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which Seller may have.

17. **Conditional Acceptance.** This acceptance is expressly conditioned upon assent by Buyer to each of the additional or different terms and conditions stated on the face and printed on the back hereof in their entirety and upon agreement that these terms and conditions constitute the sole terms and conditions of the order reflected by this document.

18. **Quotation.** If this document is being used as a quotation form, the prices quoted are for immediate acceptance only and are subject to change without notice at any time and the prices are quoted with respect to the quantity stated only.

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Authorized Signature

Title

Date