

Preferred	Date
Home Branch	Received

# **NORTHERN AND CENTRAL COAST CALIFORNIA BRANCHES**

MilpitasConcordSan FranciscoSanta RosaP: (408) 732-7101P: (925) 827-9988P: (415) 734-4700P: (707) 577-7900F: (408) 732-6508F: (925) 689-3306F: (415) 734-4799F: (707) 577-0306

 Fresno
 Turlock
 Soquel
 Sacramento

 P: (559) 486-7070
 P: (209) 668-4702
 P: (831) 464-3232
 P: (916) 924-4848

 F: (559) 486-7081
 F: (209) 668-4434
 F: (831) 464-3260
 F: (916) 924-4858

NapaPaso RoblesSan Luis ObispoP: (707) 251-0900P: (805) 227-4592P: (805) 781-0169F: (707) 251-3990F: (805) 227-4597F: (805) 781-0179

# **CONFIDENTIAL CREDIT APPLICATION**

FORWARD ORIGINAL COPY TO: 2001 Marina Blvd, San Leandro, CA 94577

<b>BUSINESS IN</b>	NFORMATI	ON								·		,	
APPLICANT NAME							TYPE C	OF OW	NERSHIP				
						INDIVIDUAL PARTNERSHIP				IP	LLC		
DBA					CORPORATION STATE								
BUSINESS BI	ILLING ADD	DRESS				BUSIN	ESS SF	IIPPING AD	DRESS				
									Г				
CITY			STATE ZIP			CITY				STATE	ZIP		
								-					
PHONE #	FA	X #	CONTRA	СТО	RS LIC.		EMAIL						
0511.11		D D.I.O.I.E !!	1/5 511								1 20112		
CELL#	Α/	P PHONE #	A/P FAX	#		ВО	NDING A	AGENT	NAME		BOND	ING AGENT PHONE #	
TYPE OF BUI	CINIECC				VEAD ECT	. 1	NIL IN AD I	-D - E M	DI OVEEC	CHARCE CALE	CTAV	IF "NO", COMPLETE	
TYPE OF BUS	SINE SS				YEAR EST	•	NOMBE	EK EIVII	PLOYEES	CHARGE SALES TAX YES NO		RESALE CARD	
OWNERSHI	P INFORM/	ATION								123	110		
	WNER / OF		SSN # TITLE			HOME ADDRESS				HOME PHONE #			
			00.1	•			<u>-</u>	TIGINE NOBILESS		7.00			
CREDIT INFO	ORMATION	J											
BANK / SNL		BRANCH ADDR			ESS ACCOUNT #				PHONE #				
·													
CREDIT REFERENCES		LOCAL MATERIAL SUPPLIERS PREFERRED											
NAME		ADDRESS							PHONE #				
FINANCIAL I	1	TION				T							
ASSETS	CASH	TC DECENTABLE				LI	ABILITIE	:S		TS PAYABLE			
		TS RECEIVABLE				-			NOTES PA				
	INVENTO					-			TAXES PA				
TOOLS/EQUIPMENT					4			LONG TE	GES PAYABLE				
VEHICLES					-			OTHER (S					
REAL ESTATE		-			+				L LIABILITIES				
OTHER (SPECIFY)  (A) TOTAL ASSETS						+				NET WORTH			
	(A)   U   A	L AJJE I J	İ			1			(~) - (0)	IAFI AA CIVIII	1		

#### **GENERAL INFORMATION**

ARE THERE ANY SUITS OR UNPAID JUDGEMENTS AGAINST YOU?	YES	NO
HAVE YOU OR YOUR SPOUSE EVER BEEN THE SUBJECT OF BANKRUPTCY PROCEEDINGS?	YES	NO

### **TERMS AND CONDITIONS**

It is agreed between Applicant and INDEPENDENT ELECTRIC SUPPLY, INC. (hereinafter called "Company") that any sales or extensions of credit by Company to Applicant shall be subject to the following terms and conditions in addition to those contained on any invoices.

- 1. Unless otherwise stated, the cash discount indicated on each invoice may be deducted if paid in full by 10<sup>th</sup> prox. Payment terms, net 30. Applicant to Company agree that it would be difficult, inconvenient, and not feasible to accurately assess the loss to Company in the event of a breach or default by Applicant. Therefore, it is agreed as a condition of sale, all invoices are subject to Liquidated Damages of 1 ½ % per month on all invoices past due, and that said amount is reasonable in light of the anticipated or actual harm caused by the default or breach by Applicant. These terms and conditions shall govern all future sales of goods and extensions of credit to Applicant. Any provisions or terms in Applicant's purchase orders, invoices, or other purchase documents which are contrary or inconsistent with these terms and conditions are invalid and are superseded by these terms and conditions. These terms and conditions shall not be modified or changed in any manner except upon the written consent of the president of the company.
- 2. In the event any part of any sum owing from Applicant to Company becomes past due, or any term of credit or purchase has not been met as agreed, then all sums owing to Company, whether or not then due, shall thereupon become due and payable in full at the option of Company, Company shall also, at its option, have the right to discontinue any further sales or extensions of credit to Applicant. Waiver of one default shall not be deemed a waiver of any other default or breach by Applicant.
- 3. All transferrable warranties made to Company by the manufacturer of the goods shall be made available to Applicant. Company makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fitness for purpose. Company's liability shall be limited to either the replacement of the goods or refund of the purchase price and in no case shall Company be liable for incidental, consequential, or liquidated damages.
- 4. This agreement shall be deemed accepted and performed in San Mateo County, California. The parties agree that any disputes under this agreement shall be exclusively submitted to the courts of San Mateo County for decision. In the event of default under terms and conditions hereof, Prevailing Party is to be paid for costs and expenses of collection, litigation, or arbitration, include reasonable attorney's fees, court costs, and expert and consultant's fees.
- 5. The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.
- 6. The undersigned authorizes Company to obtain copies of consumer credit report(s) solely for the purpose of the establishment or review of a commercial business account.

7. The undersigned officer, principal, partner or authorized representative of Applicant is expressly authorized to enter into this

agreement on behalf of the Applicant.			
Executed this day of	, 2	, at	, California.
X			
Signature of Principal, Officer, or Partner	Title	Home Address	
(Print or type name)	Home Telephone		

## **GUARANTY**

For valuable consideration, receipt of which is hereby acknowledged by the undersigned, and in order to induce Company to extend credit to Applicant, the undersigned agree to, and do hereby, personally guarantee, jointly and severally, the prompt payment to Company of any present or future indebtedness whatsoever of Applicant to Company for goods supplied by Company to Applicant, including Liquidated Damages, interest, and costs and expenses of collection, litigation, or arbitration (including attorney's fees), whether or not Company proceeds against Applicant for the same. This Guaranty shall continue indefinitely until revoked in writing by the undersigned by registered or certified mail to Company; and thereafter, the undersigned shall not be liable for any indebtedness incurred by Applicant after the effective date of revocation. Liability of any guarantor hereunder shall not be affected by Company granting Applicant or any other guarantor hereunder any renewal or extension of credit, any alteration or compromise in the terms or amount of payment or indebtedness, or the like. Guarantor agrees that the liability hereunder shall be immediate, direct, and primary obligation of guarantor and shall not be contingent upon Company's exercise or enforcement of any remedy it may have against Applicant.

Executed this	day of	, 2 , at	, California.
Χ		Name	
Signature	_	Address	_
		Telephone	_
(Print or type name)			
Χ		Name	
Signature		Address	
		 Telephone	
(Print or type name)			