

California Wholesale Material Supply, LLC.

www.lwsupply.com

7330 Crider Avenue, Pico Rivera, CA 90660
PHONE: (562) 942-3425 FAX: (562) 942-3436

CREDIT APPLICATION

Date: _____

APPLICANT - NAME OF CUSTOMER _____

P.O.Box _____ Street Address _____ City _____

County _____ State _____ Zip _____ Phone# _____

Fax# _____ Pager# _____ Cell Phone # _____ E-Mail _____

Contractor's License _____ Date Issued _____ In Business Since: Month _____ Year _____

We are a(n): Individual () Partnership () Corporation () Limited Liability Partnership () Limited Liability Company ()

PRINCIPAL OWNERS OR STOCKHOLDERS ARE:

1st Principal _____ SS# _____ Title _____

Spouse _____ SS# _____ Phone _____

Address _____ City, State Zip _____

2nd Principal _____ SS# _____ Title _____

Spouse _____ SS# _____ Phone _____

Address _____ City, State Zip _____

3rd Principal _____ SS# _____ Title _____

Spouse _____ SS# _____ Phone _____

Address _____ City, State Zip _____

Monthly Credit Requested \$ _____

Have you or your company been known by any other name? If so, explain _____

Have you or any company you have been associated with, or any current stockholder, partners, managers of the above applicant customer, ever applied for credit at any California Wholesale Material Supply, LLC. facility? If yes, at which CALPLY facility and under what company name? _____

Will you furnish financial statements on a yearly basis? _____ No _____ Yes - (attach copy)

Any Bankruptcies, Judgements, Liens or Pending Suits against you or your company? _____

BANK REFERENCES:

Account No. _____ Account No. _____

Bank Name _____ Bank Name _____

Street _____ Street _____

City _____ City _____

Person at bank to contact _____

MATERIAL SUPPLIERS WHERE YOU HAVE AN OPEN ACCOUNT:

1. Name _____ Phone _____

Address, City _____ Fax _____

2. Name _____ Phone _____

Address, City _____ Fax _____

3. Name _____ Phone _____

Address, City _____ Fax _____

*** SIGNATURES REQUIRED ON PAGE 2 ***

CREDIT TERMS

The Customer requests that California Wholesale Material Supply, LLC., doing business as CALPLY, or any assumed name or fictitious name or trade name under which it trades or does business, hereinafter known as **CALPLY**, sell goods on account in consideration of which the Customer and **CALPLY** agree as follows:

The Customer agrees to pay all invoices for goods purchased in full by the due date on the invoice issued by **CALPLY**.

CALPLY may change credit terms or terms of sale, or change or eliminate any discount upon sending written notice to the Customer and said change shall affect purchases made after the notice of change is sent.

The Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to the terms of the invoice. The service charge shall be stated on the invoice and may be revised from time-to-time by **CALPLY**, and such service charges shall become part of the customer's outstanding balance.

The Customer agrees to pay to **CALPLY** all costs of collection, including reasonable attorney's fees, court costs, sheriff's fees, bond costs and lien costs incurred in collecting all money due **CALPLY** from Customer and enforcing any lien rights **CALPLY** may have.

The undersigned hereby authorize(s) **CALPLY** to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

The Customer warrants that it will use all goods purchased under this account for business purposes and that the customer is not a consumer as defined by any applicable federal or state usury law or consumer protection law.

If the Customer is not a corporation, LLC, or LLP, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later change their business format to a corporation, LLC, or LLP, unless the customer serves written notice of said change of business format by certified mail, return receipt requested, upon **CALPLY** at the above-indicated address. Personal liability shall continue for the account balance incurred before said notice is received.

The Customer hereby waives any right to claim consequential damages for any reason. In the event any material is defective, **CALPLY** will replace said defective material and this will be the sole remedy of the customer.

The undersigned does hereby authorize and voluntarily consent to allow **CALPLY** to disclose any credit information, both individual and corporate, to third party financial companies. All information disclosed shall be for the purpose of securing financing.

The unenforceability or invalidity of any one or more provisions, clauses or sentences of this entire document shall not render any other provision, clause or sentence herein contained unenforceable or invalid.

GUARANTEE

I, we (in the event more than one person signs this guarantee), for and in consideration of the extension of credit by California Wholesale Material Supply, LLC. or any assumed name, trade name or fictitious name under which it trades or does business, hereinafter known as **CALPLY**, to the Customer identified above, hereby **PERSONALLY GUARANTEE, JOINTLY AND SEVERALLY**, the full and prompt payment to **CALPLY** of all indebtedness or other liability which the Customer at any time hereafter owes to **CALPLY**, together with interest and all costs of collection, including costs of enforcing this guarantee. I(we) waive diligence on the part of **CALPLY** in the collection of any indebtedness, and agree that **CALPLY** will be under no obligation to notify me(us) of the acceptance of the guarantee or of any credit extended on the face of this guarantee, or of any renewals or extensions of the indebtedness. **CALPLY** will have the privilege of granting renewals and extensions as it may deem proper. The liability of the undersigned shall not be affected by the amount of credit requested or extended. I(we) waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this guarantee. It will not be necessary for **CALPLY**, in order to enforce payment by me(us) of the indebtedness, to first institute suit or to pursue or exhaust its remedies against the Customer or against any other security which **CALPLY** may have. This is a continuing guarantee and may only be revoked if the customer serves written notice of said revocation by certified mail, return receipt requested, upon **CALPLY** at the above- indicated address. A revocation will not affect any of my(our) obligations under this guarantee with respect to indebtedness incurred pursuant to the guarantee nor will it affect any obligation of any other guarantor signing this guarantee. If this guarantee is signed by more than one person, suit may be brought against the guarantors, **JOINTLY AND SEVERALLY**, and against any one or more of them, less than all, without impairing the rights of **CALPLY**, its successors or assigns, against the others of the guarantors; and **CALPLY** may compromise and settle with any one of the guarantors for the sum or sums as it may see fit and release any of the guarantors from all further liability to **CALPLY** for the indebtedness without impairing the right of **CALPLY** to demand and collect the balance of the indebtedness from others of the guarantors not so released.

The undersigned does hereby agree to the terms of credit, service charges, and further hereby guarantees all indebtedness and waives all Homestead Exemption laws. The undersigned hereby signs this agreement and binds the foregoing business to the terms in the Credit Application and the individuals signing below as to the terms of the Guarantee above. The undersigned does hereby state that the information in this application is true and correct, and can be relied on by **CALPLY**.

The undersigned does hereby authorize any bank or trade reference with whom I am doing business with to release credit information to California Wholesale Material Supply, LLC., doing business as CALPLY, or any assumed name or fictitious name or trade name under which it trades or does business for the purpose of establishing eligibility for new or continued credit.

Signature _____	Signature _____	Signature _____
Print or Type Name _____	Print or Type Name _____	Print or Type Name _____
Address _____	Address _____	Address _____
Date _____	Date _____	Date _____