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 2522 Lee Avenue
 South El Monte, CA 91733
 Phone# 626.575.3135
 Fax# 626.575.2877



2625 South Lilac Avenue
 Bloomington, CA 92316
 Phone # 909.877.0577
 Fax # 909.877.3205

CREDIT AGREEMENT

Name _____ Corp. Partnership Sole Proprietorship LLC
 Address _____ City _____ State _____ Zip _____
 Yard address (if different) _____ City _____ State _____
 Telephone # _____ Fax # _____ Cell Phone # _____
 Type of Business _____ Contractor's License # _____ Yr issued _____
 Year Established: _____ Federal Tax ID # _____ Resale # _____ (send/attach resale card)
 How long at above address? _____ Years. Rent/Lease? _____ Own? _____
 Insurance / Bonding Co: _____ Ph # _____
 Have you done business under another name? If so, what name? _____
 Have you / Principals / Officers ever been party to a lawsuit or litigation due to non-payment? _____ if yes, explain in letter.
 Have you ever filed bankruptcy? Yes / No (Date: _____) If yes, explain _____

LIST NAME(S) OF CORPORATE OFFICERS, PARTNER(S), OR OWNER(S): (If more than 2, list on separate page)

TITLE	NAME	HOME ADDR.,CITY,ZIP	PHONE	S.S. #	DRIVERS LIC. #

BANK REFERENCES:

NAME	MAILING ADDRESS, CITY, ZIP	PHONE	ACCOUNT NUMBER

CREDIT REFERENCES (PLEASE LIST MATERIAL SUPPLIERS):

NAME	ADDRESS, CITY, ZIP	PHONE #	FAX#

Should Cal-Duct, Inc. agree to extend credit pursuant to this application, Applicant/Buyer understands and agrees to the following:
 (1) All purchases made within any given month are due on the 10th day of the following month (NET 10th prox.); (2) The "TERMS AND CONDITIONS OF SALE" listed on page two of this Agreement; (3) Any payment not received in accordance with the terms of the invoice, may be subject to interest at the legal rate at the sole discretion of Cal-Duct, Inc.; (4) In the event of breach of this Agreement, or the Buyer's failure to pay in accordance to the terms of any invoice, Cal Duct, Inc. may cancel all pending orders placed by Buyer, terminate credit privileges, discontinue shipping to any jobs in progress and demand payment in full of any past-due amount prior to any future sales.

THE UNDERSIGNED HEREBY APPLIES TO CAL-DUCT, INC. FOR CREDIT. IT IS UNDERSTOOD AND AGREED THAT THE UNDERSIGNED SPECIFICALLY AUTHORIZES CAL-DUCT, INC. TO VERIFY CREDIT AND REFERENCES UTILIZING ANY AND ALL CREDIT REPORTING SERVICES COLLECTIVELY AND INDIVIDUALLY FOR THE PURPOSE OF EXTENDING CREDIT.

CORPORATION SIGN HERE _____ TITLE _____ DATE _____

TWO SIGNATURES REQUIRED FOR CORPORATION
 CORPORATION 2ND SIGNATURE _____

CHAIRMAN OF BOARD, PRESIDENT, OR VICE PRESIDENT

TITLE _____ DATE _____

CORPORATE SECRETARY, ASSISTANT SECRETARY, CFO, OR ASSISTANT TREASURER

PARTNERSHIP SIGN HERE _____ CO. NAME _____ DATE _____

CO. NAME _____ DATE _____

INDIVIDUAL SIGN HERE _____ CO. NAME _____ DATE _____

TERMS AND CONDITIONS OF SALE

You the Buyer/Applicant and Cal-Duct, Inc. agree that the following terms and conditions shall govern the sale of goods and materials.

NO EXPRESSED OR IMPLIED WARRANTIES – Buyer acknowledges that Cal-Duct, Inc. has not made any promises, affirmations of fact, or guarantees relating to the goods except as expressly set out herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS APPEARING ON THE INVOICE.

PRICE POLICY – All prices and discounts are subject to change without notice.

RETURN POLICY – Returned materials will not be accepted if damaged, used, or special ordered. Buyer shall pay Cal-Duct, Inc. a restocking charge for any goods which Cal-Duct, Inc. may, at its discretion, accept for return.

DELIVERIES – Cal-Duct, Inc. is not responsible for nonperformance or delays in delivery caused by factors outside Cal-Duct’s control.

PAYMENT TERMS – Buyer / Applicant payment for the goods is due when the order is placed. All sales are cash, unless arrangements for credit have been previously made and approved. Credit Terms are NET 10TH PROX. (all purchases made within a given month are due on the 10th day of the following month.) Should payment not be made in accordance with the invoice terms, Cal-Duct, Inc. may apply liquidated damage charges to all unpaid amounts at the highest legal annual interest rate, cancel all pending orders placed by Buyer, terminate Buyer’s credit privileges, discontinue shipping any jobs in progress and demand payment in full of any past-due amount prior to any future sales.

JURISDICTION – All sales made at any Cal-Duct, Inc. location in California are governed by California law, and the Los Angeles County courts will have venue over all such legal actions concerning such sales.

ATTORNEY FEES - The seller is entitled to recover its actual out of pocket attorneys fees, cost of suit, and collection including any damages (collection or arbitration) in any action brought against the buyer to interpret or enforce this agreement.

BUYER’S SOLVENCY – Buyer represents and warrants that it is presently solvent and does not reasonably anticipate filing for protection under the United States bankruptcy laws or making an assignment for the benefit of creditors. Buyer’s continued solvency and good credit standing are conditions for Cal-Duct, Inc.’s performance under this agreement.

TAXES – All state, federal and local taxes are the responsibility of the Buyer. If material is for resale, a current/valid resale card or exemption certificate must be on file at the time of sale.

TERMS – Cal-Duct, Inc. hereby notifies the Buyer/Applicant that Cal-Duct, Inc. objects to any additional or different terms or conditions of sale from Buyer. Cal-Duct, Inc.’s obligations are conditioned on Buyer’s acceptance of all terms hereof with no variance or addition. It is basic to this agreement that either party may cancel and terminate the credit agreement at will at any time. All balances and/or money due will be paid within 10 working days of canceling this credit agreement. Past due invoice may be subject to a liquidated damage or interest charge of 1 ½% each month they are past due or the highest rate allowed by law. Upon a change in principals or the legal identity of the company, applicant will give written notice 15 days prior to the change to the credit department of Cal-Duct, Inc.. The person(s) signing this application and agreement certify all of the information is true and correct and agree to all of its terms and conditions.

BY INITIALING HERE, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND ACCEPT THE ABOVE TERMS. _____ **

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY ALL OWNERS AND/OR ALL CORPORATE OFFICERS

PERSONAL GUARANTY

In consideration of the extension of credit by Cal-Duct, Inc. “Supplier” herein to _____
“Applicant / Buyer” herein, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances, and accounts due Supplier by Applicant, including collection charges, finance charges, and/or actual attorneys fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Supplier, without obtaining consent thereto, and until expressly revoked by written notice from me/us to Supplier. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or nonpayment and waive action required to any statute against the Applicant. No delay on the Supplier’s part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Applicant or any other person primarily or secondary liable to Supplier, shall operate as a waiver of any such right or in any manner prejudice Supplier’s rights against me/us. I/we agree that in the event of any default at any time by said Applicant, Cal-Duct, Inc. shall be entitled to look to me/us immediately for full payment without prior demand or notice.

THE UNDERSIGNED HEREBY APPLIES TO CAL-DUCT, INC. FOR CREDIT. IT IS UNDERSTOOD AND AGREED THAT THE UNDERSIGNED SPECIFICALLY AUTHORIZES CAL-DUCT, INC. TO VERIFY CREDIT AND REFERENCES UTILIZING ANY AND ALL CREDIT REPORTING SERVICES COLLECTIVELY AND INDIVIDUALLY FOR THE PURPOSE OF EXTENDING CREDIT.

Signed this _____ day of _____, 20_____.

Signed _____ Signed _____