



P.O. Box 520
 Bloomington, CA 92316
 Phone# 909.877.0577, Fax# 909.877.3205

APPLICATION FOR CREDIT / CREDIT AGREEMENT

Applicant/Buyer/Borrower ("Borrower") submits this Application to procure credit from Cal-Duct ("Cal-Duct" or "Lender") and agrees that if/when accepted by Cal-Duct and signed by both parties, this document becomes a binding contract between Cal-Duct and Borrower, constituting the entire Agreement between the Parties relative to Cal-Duct extending credit to Borrower on the terms on conditions set forth herein.

Amount of First Order: \$ _____ Estimated Monthly Purchases: \$ _____

Name _____ Corp _____ Partnership _____ Sole Proprietorship _____ LLC _____
 Address _____ City _____ State _____ Zip _____
 Yard Address (if different) _____ City _____ State _____ Zip _____
 Telephone # _____ Fax # _____ Cell Phone # _____
 Type of Business _____ Contractor's License # _____ Year Issued _____
 Year Established _____ Fed Tax ID # _____ Resale # _____ (Include CA Resale Cert.)
 How long at above address? _____ Years. Rent/Lease? _____ Own? _____
 Insurance / Bonding Company _____ Phone # _____
 Have you done business under another name? If so, what name? _____
 Have you / Principles / Officers ever been party to a lawsuit or litigation due to non-payment? _____
 Have you ever filed bankruptcy? Yes / No If yes, date filed _____ Reason _____
 Please provide an email address for the Accounts Payable Dept.: _____

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	ADDRESS, CITY, ZIP	PHONE	ACCOUNT NUMBER

CREDIT REFERENCES (PLEASE LIST MATERIAL SUPPLIERS):

NAME	ADDRESS, CITY, ZIP	PHONE	EMAIL

Should Cal-Duct, Inc. agree to extend credit pursuant to this application, Borrower understands and agree to the following: (1) All purchases made will be applicable to the credit terms listed on invoice; (2) The "TERMS AND CONDITIONS OF CREDIT AGREEMENT" listed on page 2 of this Agreement are made a part hereof; (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; (4) In the event of breach of this Agreement, or the Borrower's failure to pay in accordance to the terms of any invoice, Cal-Duct, Inc. may cancel all pending orders placed by Borrower, 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 FOR CREDIT. IT IS UNDERSTOOD AND AGREED THAT THE UNDERSIGNED SPECIFICALLY AUTHORIZES CAL-DUCT TO VERIFY CREDIT AND REFERENCES UTILIZING ANY AND ALL CREDIT REPORTING SERVICES COLLECTIVELY AND INDIVIDUALLY FOR THE PURPOSE OF EXTENDING CREDIT.

(TWO "OFFICER" SIGNATURES REQUIRED FOR CORPORATION, LLC, OR OTHER ENTITY)

OFFICER SIGN HERE _____ TITLE _____ DATE _____

OFFICER SIGN HERE _____ TITLE _____ DATE _____

PARTNERSHIP SIGN HERE _____ CO NAME _____ DATE _____

INDIVIDUAL SIGN HERE _____ CO NAME _____ DATE _____

TERMS AND CONDITIONS OF CREDIT AGREEMENT

NO EXPRESSED OR IMPLIED WARRANTIES – Borrower acknowledges that Cal-Duct 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. Borrower shall pay Cal-Duct, Inc. a restocking charge for any goods which Cal-Duct, Inc. may at its discretion accept for return.

FORCE MAJEURE – Cal-Duct, Inc. is not responsible for nonperformance or delays in delivery caused by factors outside Cal-Duct's control, including but not limited to pandemics, riots or war, supply chain disruptions, whether events, acts of God, etc.

PAYMENT TERMS – Borrower's payment for the goods is due as set forth on each individual invoice that is issued. Should payment not be made in accordance with the invoice terms, an annual interest rate of 10% will apply and Cal-Duct will be authorized to cancel all pending orders placed by Borrower, terminate Borrower's credit privileges, discontinue delivery for any jobs in progress and demand payment in full of any past-due amount prior to any further sales.

JURISDICTION – This Agreement, the interpretation thereof and any action to enforce any term of this Agreement will be governed by California law, and the San Bernardino County courts will have exclusive venue over all such legal actions concerning this Agreement.

ATTORNEY FEES – The prevailing party in any suit, action, arbitration, or mediation proceeding to enforce or interpret this Agreement will be entitled to recover any attorney fees and costs actually incurred in in the enforcement of this Agreement.

BORROWER'S SOLVENCY – Borrower 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. Borrower's continued solvency and good credit standing are conditions for Cal-Duct willingness to enter into this Agreement.

TAXES – All state, federal and local taxes are the responsibility of the Borrower, if material is for resale, a current/valid signed resale certificate must be on file at the time of sale.

ADDITIONAL TERMS – Cal-Duct's obligations are conditioned on Borrower's acceptance of all terms and conditions herein. So long as the they are not in breach of this Agreement, either party may cancel and terminate this Agreement at will at any time. All balances and/or money due will be paid within 10 working days of either Party canceling this Agreement. Past due invoice(s) will be subject to an interest of 10% per year (or .8333% per month). Upon a change in principals or the legal identity of the Borrower, Borrower must give written notice 15 days prior to the change to the credit department of Cal-Duct. The person(s) signing this Agreement certify(s) that all of the information provided herein is true and correct under penalty of perjury.

****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 herein to _____
"Borrower" herein, the undersigned ("Guarantor") does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances, and accounts due Cal-Duct by Borrower, including collection charges, finance charges, and/or actual attorney fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding and change in the form of such indebtedness, or renewals or extensions granted by Cal-Duct, without obtaining consent thereto, and until expressly revoked by written notice. Any such revocation shall not in any manner affect Guarantor's liability as to any indebtedness existing prior thereto. Guarantor waives any right to require Cal-Duct to proceed against Borrower or to pursue any other remedy against Borrower prior to seeking enforcement of this Personal Guaranty. No delay on Cal-Duct'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 Borrower or any other person primarily or secondary liable to Cal-Duct, shall operate as a waiver of any such right or in any manner prejudice Cal-Duct's rights against Guarantor. Guarantor agrees that in the event of any default at any time by said Borrower, Cal-Duct shall be entitled to look at Guarantor immediately for full payment without prior demand or notice. The Parties agree that all other provisions of this Credit Agreement are hereby incorporated into this Personal Guaranty and if any provision of this Guaranty or Agreement is held be invalid, illegal or unenforceable, the remainder of this Guaranty and Agreement will continue in full force and effect.

The undersigned Guarantor hereby agrees to be bound by this Personal Guaranty and authorize Cal-Duct to obtain a consumer credit report on Guarantor at any time and from any source for the purpose of evaluating their credit worthiness:

Signed: _____ Date: _____

Name: _____

Address: _____

Phone #: _____

SSN: _____

Cal Duct agrees to take all reasonable steps to keep all information provided in this Agreement and Guarantee confidential and free of unauthorized disclosure and use as required of any lender under state and federal laws.