

Allied Plumbing and Fire Supply 11120 Sherman Way Sun Valley, CA 91352 Tel. (818) 764.9800 Fax (818) 764.7381

New Application

□ Update

Mail:	Allied Attn: Credit Depar 11120 Sherman Wa		Fax:	(818) 764.7381	Pr	Primary Location of material		purch	ases
	Sun Valley, CA 91					City			State
Applicant (Business Name or Name of Individual if Sole Proprietor)									
Name         Phone									
Street Ac	Street Address Fax								
City State Zip Mobile									
EmailYes! Please send me special offers and updates via email .									
Princi	ipals/Officers								
Title	Names	City/S	State	Social Security #	Da	te of Birth	Phone		Insolvency*
* List th	e year of any bankru	ptcy or insolve	ncy by pri	ncipal/officer or any a	affilia	ted corporation	on, LLC, partn	nership	o or business.
Billing Information									
Billing Address (if different from above) Are Purchase Orders Issued? Y / N									
City	City State Zip Are job names required? Y / N								
Sales Tax Exemption # State Please attach an exemption certificate for each state.									
Special Billing Instructions									
Compan	Company Tax ID# Dun & Bradstreet (D&B) D-U-N-S number (if available)								
About Your Company (Please attach financial statements for last 2 years)									
Image: Single Family       Image: Commercial       Image: Fire Protection       Image: Water Works         Image: Multi-Family       Image: HVAC red commercial PVF       Image: Plumbing       Image: Segment Code/Other         Image: Residential-Remodel       Image: Industrial PVF       Image: Government       Image: Estimated Monthly Volume \$					\$				
Date Business Started No. of Employees Surety/Bonding Company									
Date of I	ncorporation	State of Incorporation				Entity Type:			
Туре	of License Hold	f License Hold State Name of Holder Number			E	Expiration Date			

## References

References							
Туре	Name	Address	Phone Number	Fax Number	Contact Name		
Bank							
Supplier							
Supplier							
Supplier							

## Terms NET 30

**ENTIRE AGREEMENT**: This Agreement is between the Allied Plumbing & Fire Supply company extending credit ("Seller") and the Applicant named above or on page 1 ("Buyer"). These terms and conditions along with the terms and conditions on Seller's invoice and delivery ticket which are incorporated by refer-ence (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's Purchase Order, which are different may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms are hereby rejected.

**PAYMENT**: Applicant agrees to pay for the products according to the TERMS. If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require Applicant to assemble the collateral and make it available to allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or, at Seller's option, up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections, including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 25%.

**SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller, wherever located, now owned and hereafter acquired including but not limited to all Plumbing, fixtures, Tools, Safety Products, Waterworks Products, HVAC Products, PVF Mechanical & Industrial Products accessories and supplies. The security interest extends to all repossessions and returns; and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's security interest is explicitly limited to outstanding obligations between Seller and Applicant.

**CONDITION OF COLLATERAL**: Applicant will insure the Collateral against all expected risks. Applicant will not subject the Collateral to any adverse encumbrance or lien. Applicant authorizes Seller to file financing statements describing the collateral, and will assist Seller in taking the necessary action to perfect and protect Seller's security interest.

WARRANTY: The Applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

**CERTIFICATION**: The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to credit worthiness; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

RETURNS: All returns are subject to restocking fee of 25% and invoice must be present. No returns and/or exchanges on special order items and/or showroom items.

 Authorized Representative Signature
 Authorized Representative Name
 Title
 Date

 \*\*\* Authorized Representative must be Officer of company or Owner of company \*\*\*

## Personal Guaranty

For and in consideration of the Seller extending credit to the Applicant, the Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Seller. Therefore, Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated by this credit application. Guaranty not to exceed \$1,000,000.00 (one million dollars) and will remain in force for 10 (ten) years from date of last sale.

Guarantor #1 Signature	Guarantor #1 Name	Date	Social Security #	
Guarantor #2 Signature	Guarantor #2 Name	Date	Social Security #	