



**Anaheim**  
 1005 Edward Ct.  
 Anaheim, CA 92806  
 T: 714.688.2560  
 F: 714.688.2570

**San Diego**  
 1004 Cudahy Pl.  
 San Diego, CA 92110  
 T: 619.275.8700  
 F: 619.275.8710

**Hawthorne**  
 4828 W. 145<sup>th</sup> Street  
 Hawthorne, CA 90251  
 T: 310.349.5100  
 F: 310.349.5110

## Application For Credit

Date: \_\_\_\_\_

**Business Information:**

|                 |                  |       |       |
|-----------------|------------------|-------|-------|
| Business Name:  | _____            |       |       |
| Billing Address | _____<br>_____   |       |       |
| City:           | State:           | Zip:  | _____ |
| Phone:          | Fax:             | _____ |       |
| E-mail Address: | Website Address: | _____ |       |

**Personal Information:**

**Ownership:** Corporation  LLC  Partnership  Sole Proprietorship

Are you a licensed contractor? Yes  No

|                         |                            |
|-------------------------|----------------------------|
| 1) Name _____           | Title _____                |
| Address _____           | Phone# _____               |
| Social Security # _____ | Driver's License No. _____ |
| 2) Name _____           | Title _____                |
| Address _____           | Phone# _____               |
| Social Security # _____ | Driver's License No. _____ |
| 3) Name _____           | Title _____                |
| Address _____           | Phone# _____               |
| Social Security # _____ | Driver's License No. _____ |

**Bank References:**

|                      |                                   |  |
|----------------------|-----------------------------------|--|
| Bank Name: _____     | Contact Officer _____             | _____  |
| Address _____        | City _____                        | State _____  |
| Account Number _____ | Checking <input type="checkbox"/> | Savings <input type="checkbox"/> Money Market <input type="checkbox"/> |
| Account Number _____ | Checking <input type="checkbox"/> | Savings <input type="checkbox"/> Money Market <input type="checkbox"/> |
| Account Number _____ | Checking <input type="checkbox"/> | Savings <input type="checkbox"/> Money Market <input type="checkbox"/> |

**Trade References:** (Must be at least 3 - attach your own sheet if necessary)

|               |               |       |
|---------------|---------------|-------|
| 1) Name _____ | Contact _____ | _____ |
| Address _____ | Phone _____   | _____ |
| 2) Name _____ | Contact _____ | _____ |
| Address _____ | Phone _____   | _____ |
| 3) Name _____ | Contact _____ | _____ |
| Address _____ | Phone _____   | _____ |

|   |                              |                                      |                          |
|---|------------------------------|--------------------------------------|--------------------------|
| <b>Type of Business:</b> (Please check one or more and include approximate % of total volume) |                              |                                      |                          |
| Residential New Work  | <input type="checkbox"/>     | % In House Maint (Hotel/Office/ Mfg) | <input type="checkbox"/> |
| Residential Repair / Remodel  | <input type="checkbox"/>     | % City / School / Government         | <input type="checkbox"/> |
| Commercial / Mechanical   | <input type="checkbox"/>     | % Wholesale                          | <input type="checkbox"/> |
| Bath & Kitchen Shop   | <input type="checkbox"/>     | % Landscaping                        | <input type="checkbox"/> |
| Hardware / Retail   | <input type="checkbox"/>     | % Other (Explain)                    | <input type="checkbox"/> |
| Contractor's License # _____  |                              | Type of License _____                |                          |
| Est Monthly Purchases   | \$ _____                     | Resale Number                        | _____                    |
| Date Business Started   | _____                        | Date of Incorporation                | _____                    |
| Number of Employees   | _____                        | Number of Trucks                     | _____                    |
| PO Needed?  | Yes <input type="checkbox"/> | No <input type="checkbox"/>          |                          |

**CERTIFICATION:** The applicant named above ("Buyer") certifies and agrees that (1) it is solvent and capable of meeting its obligations hereunder, (2) all information (including any requested financial statements) provided to Todd Pipe & Supply, LLC or its affiliates (collectively "Seller") is true, accurate and complete and has been submitted for the purpose of obtaining credit, (3) Seller may answer questions from others about Seller's credit experience with Buyer, (4) Seller is authorized to investigate and verify any information provided by Buyer and inquire of references or others as to Buyer's ongoing credit worthiness, and (5) any extension of credit to Buyer is subject to continuous credit review and approval. Buyer authorizes Seller to request credit reports from credit bureaus regarding its commercial credit and otherwise to investigate its creditworthiness before extending credit now or at any time in the future. In addition, if Buyer is a partnership or sole proprietorship, the undersigned authorizes Seller to obtain and use consumer reports on Buyer and/or its principals for the sole purpose of evaluating current or ongoing credit worthiness. By signing below, Buyer agrees that all Terms and Conditions on the page 4 of this Credit Application, as the same may be amended from time to time, shall apply to all sales and extensions of credit made to Buyer by Seller.

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**PERSONAL GUARANTY:** To induce the extension of credit to Buyer, the undersigned Guarantor(s), jointly and severally if more than one, hereby guarantee the payment of all existing and future obligations and indebtedness of Buyer to Seller, including any costs, expenses and reasonable attorneys' fees payable as a consequence of Seller's collection efforts against Buyer or Guarantor(s). This personal guaranty is absolute, irrevocable and continuing, and the obligations created by this guaranty will continue as to each Guarantor regardless of any act or omission which might result, directly or indirectly, by operation of law or otherwise, in the discharge or release of Buyer. A Guarantor may, by written notice to Seller, certified mail, return receipt requested, sent to the address shown above (Attn: Credit Dept.), terminate his guaranty as to any new extensions of credit to Buyer made more than ten days after such written notice, but such Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend to Buyer at the close of business on the tenth day following Seller's receipt of such notice. Each Guarantor hereby waives notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, and of the right to require Seller to proceed against Buyer, any other guarantor or any security held by Seller. Each Guarantor consents to and waives notice of any extension of credit to Buyer or any renewal thereof, and of any modification, amendment or extension of the terms of the obligations and indebtedness hereby guaranteed. Each Guarantor also agrees that any liability under this guaranty shall not be released or discharged by any release, settlement or compromise granted to Buyer or any guarantor, by any change in the legal form of ownership of Buyer, by the transfer, impairment or release of any security held by Seller or by any absence, impairment or loss of any rights or remedies of Guarantor(s) against Buyer. Guarantor(s) agree to provide personal financial information as reasonably requested by Seller and authorize Seller to obtain and use consumer reports from time to time on the Guarantor(s) for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit to Buyer.

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Date \_\_\_\_\_

**AUTHORIZATION FOR RELEASE OF INFORMATION**  
**Supplement to Credit Application and Financial Statements**  
**To Be Executed By All Applicants**

I (We) hereby supplement our Credit Application and Financial Statements dated as of \_\_\_\_\_, and agree as follows:

1. The foregoing Credit Application and Financial Statements, this Authorization and all support information is the property of Todd Pipe & Supply, LLC ("Todd Pipe").
2. Todd Pipe is authorized to make credit checks or inquiries concerning my (our) creditworthiness, credit standing, financial capacity or any matters relating to assets, liabilities and references disclosed on the foregoing Credit Application and Financial Statements or any subsequent Financial Statements.
3. Creditors, credit reporting agencies, banks and other financial institutions, any references provided by me (us) and others having business relations with me (us) are hereby authorized to disclose to Todd Pipe any and all information relative to any of my (our) loans, accounts, purchases, other financial transactions or other pertinent information, whether past, present or future, with said creditors, banks and other businesses.
4. Todd Pipe is authorized to share with credit reporting agencies and creditors doing business with me (us), or who may do business with me (us), information regarding my (our) account, this extension of credit, any subsequent transaction or extension of credit, and/or my (our) general credit history.

\_\_\_\_\_  
Print Name of Applicant:

\_\_\_\_\_  
Print Name of Applicant:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: In the event that credit is extended by Todd Pipe & Supply, LLC to the applicant named on the attached Application for Credit ("Buyer") or Todd Pipe & Supply, LLC otherwise sells any products to Buyer, the attached Application for Credit and these Terms and Conditions shall constitute an agreement ("Agreement") between Todd Pipe & Supply, LLC and Buyer. Each sale by Todd Pipe & Supply, LLC or its affiliates (collectively "Seller") to Buyer shall be subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Buyer's purchase orders or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Buyer's purchase order or other documents containing provisions, terms or conditions in addition to, in conflict with or inconsistent with these provisions. These Terms and Conditions and the attached Application for Credit constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersede all prior and contemporaneous understandings and agreements, whether oral or written, between them with respect to the subject matter hereof.
2. PRICE QUOTATIONS: Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 3 days from the date of issue, unless otherwise specified in writing by Seller's authorized representative. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise or other governmental tax or charge payable by Seller to Federal, state or local authorities. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.
3. PAYMENT: Seller uses a billing cycle commencing on the 26<sup>th</sup> day of each month and ending on the 25<sup>th</sup> day of the following month. Unless otherwise stated in Seller's invoice, payment of the full amount of each invoice is due on the 10<sup>th</sup> day of the month immediately following the last day of the billing cycle in which the invoice is issued. No discount may be taken unless specified on the face of the applicable invoice. Buyer shall make all claims for billing errors or adjustments in writing within ten days from the invoice date. **Claims not received in writing within the time specified are waived by Buyer.** If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable, and Seller may suspend further performance under any order with Buyer, with full reservation of all rights and remedies. Seller may repossess and remove any products delivered to Buyer, where payment is outstanding, without notice or demand. Alternatively, Seller may require Buyer to assemble such products and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month, retroactive to the date of the invoice, or up to the maximum rate permitted by law, whichever is less. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank and not avoidable as a bankruptcy preference. Any invoice not in dispute shall be paid by the due date without offset, defense or counterclaim and regardless of controversies relating to other delivered and/or undelivered goods or any other contract between Buyer and Seller, except that Buyer may setoff or deduct from sums due Seller those sums owed by Seller to Buyer as agreed to by the parties in writing or as finally determined by the final, non-appealable order of court or other dispute resolution. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer, as shown by the books and records of Seller, without prejudice to or the discharge of the remainder of any such indebtedness or obligation or any other indebtedness or obligation, as determined in Seller's sole discretion.
4. FINANCIAL CONDITION: By ordering goods from Seller, Buyer represents to Seller that Buyer is solvent and has the financial capacity to pay all amounts due Seller in accordance with the Terms and Conditions. Buyer shall immediately advise Seller if it becomes insolvent, and Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes. In the event Seller deems itself insecure, Seller may refuse delivery of the goods covered by any contract between Buyer and Seller except for cash, and until Buyer has paid for all goods previously delivered to Buyer, and Seller may stop delivery of all goods in transit. "Insecure" is intended to mean a good faith belief that the prospect of payment is impaired.
5. INSOLVENCY: In the event of the insolvency of Buyer (as defined by the Uniform Commercial Code), any act of bankruptcy by Buyer or the commencement of any insolvency proceeding against Buyer, Seller may refuse delivery of the goods covered by any contract between Buyer and Seller except for cash, and until Buyer has paid for all goods previously delivered to Buyer, and Seller may stop delivery of all goods in transit.
6. SECURITY INTEREST: To secure the payment and performance of all obligations of Buyer to Seller arising out of the sale, lease, consignment, delivery or other transfer to Buyer of any inventory, equipment or other goods ("Products"), or the furnishing of any services by Seller to Buyer, Buyer hereby grants Seller a Purchase Money Security Interest in all Products sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Buyer by Seller ("Collateral"). The security interest granted hereby extends to all repossessions and returns, and all proceeds from the sale, lease or rental of Collateral, including, without limitation, all accounts and accounts receivable, chattel paper, general intangibles and supporting obligations which may from time to time come into existence as a result of any sales, consignments or other delivery by Buyer to its customers of Products included in the Collateral. Buyer authorizes Seller to file financing statements or such other documents necessary to perfect Seller's security interest in the Collateral and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest. Seller's security interest shall entitle Seller to all rights and remedies afforded a secured party under California law.
7. SHIPMENT: Any delivery dates given by Seller are estimates, and Seller shall not be responsible for any failure or delay in delivery and shall not be bound by any delivery dates given by Buyer. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. If Buyer has not provided shipping instructions that have been accepted in writing by Seller, Seller will pack and ship the Products covered by any order in accordance with commercially reasonable practices, based on customary usage in the trade. Seller shall not be liable to Buyer for Products which are damaged or lost while in the possession of a common carrier, and it will be Buyer's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment to Seller. Unless otherwise specified on the applicable invoice, Seller shall have the right to make partial deliveries, and each partial delivery shall be deemed a separate sale and shall be paid for by Buyer at the contract price and terms. Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt.
8. CLAIMS: Products sold to Buyer under this Agreement shall be inspected by Buyer on arrival and prior to installation, and any use of Products for purposes other than inspection shall constitute an acceptance. All claims for shortages, damage to goods or improper delivery must be made in writing within three days of delivery and shall set forth the details of the claim with full particulars. Seller also must be given the opportunity to inspect any allegedly damaged Products, and if requested by Seller, the allegedly damaged Products must be returned to Seller. **Claims not received in writing within the time specified are waived by Buyer, and failure to return allegedly damaged Products to Seller following Seller's request constitutes a waiver of all claims against Seller with respect thereto.**
9. RETURNS: Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts. Authorized returns are subject to a 25% restocking fee, unless otherwise agreed by Seller in writing, and Buyer must provide Seller with Seller's original invoice number. No returns can be made on non-stock/special order merchandise, unless otherwise agreed by Seller in writing.
10. LIMITED WARRANTY: Seller warrants that services performed by Seller, if any, shall be provided in a workmanlike manner and will be free of any defects in workmanship, based on customary usage in the trade, for a period of 30 days from the date of performance, or longer if required by applicable law or if otherwise stated in writing and signed by an authorized representative of Seller. If Buyer notifies Seller during the warranty period that services were not performed in accordance with the foregoing warranty, Seller shall, at its option, either re-perform the services or credit amounts received for such services as Buyer's sole and exclusive remedy. The Buyer's sole and exclusive warranty on any Product distributed by Seller is the warranty provided by the Product's manufacturer. Seller's sole obligation to Buyer is to use commercially reasonable efforts to secure the manufacturer's performance under the manufacturer's published warranty. In no event will Seller's liability exceed the adjustment, if any, provided by the manufacturer of the defective or nonconforming Product. Seller must be given the opportunity to inspect the allegedly defective Products, and if requested by Seller, the allegedly defective or nonconforming Products must be returned to Seller. **Failure to return allegedly defective or nonconforming Products to Seller following Seller's request constitutes a waiver of all claims against Seller with respect thereto.** SELLER DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. LIMITATION OF LIABILITY: Subject to the limitations set forth herein, Seller's liability, if any, on any claim for loss or damage arising out of a sale or other distribution of Products or services to Buyer, or the resale, operation or use of any Products distributed by Seller, shall in no event exceed the net sale price received by Seller for such Products or services or the part thereof involved in the claim. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer, and the suitability of the Products and/or services for the individual needs and purposes of Buyer is for Buyer to determine in its sole judgment. Any statements of Seller regarding Products or services are tendered merely as Seller's opinions. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT OR TORT, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY DAMAGES FOR LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER FOR DEFECTIVE OR NONCONFORMING GOODS OR LATE DELIVERY OR NON-DELIVERY OR OTHERWISE, OR FROM ANY OTHER BREACH OF THIS AGREEMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The remedies provided herein are expressly given in substitution of any and all remedies otherwise provided under the Uniform Commercial Code or otherwise.
12. EXCUSABLE DELAYS: Seller shall not be liable for failures or delays in performance due to causes beyond its reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, acts of God, natural disasters or any other cause whatsoever beyond Seller's control.
13. ATTORNEYS' FEES: In the event a dispute between Buyer and Seller resulting from the business relationship contemplated by this Agreement must be resolved by litigation or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses incidental to the proceeding, including reasonable attorneys' fees, fees charged by investigators and/or collection agencies and court costs.
14. MISCELLANEOUS: No amendment or modification of any of the terms set forth herein shall be binding upon Seller unless specifically set forth in a writing expressly referring to this Agreement that is signed by an authorized representative of Seller, and no provision of this Agreement may be waived, in whole or in part, in any manner except by an instrument in writing signed by the party to be charged. The waiver of any breach shall not be considered a waiver of any other or future breach or of any other rights. If a court, agency or arbitrator having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination shall not affect the other terms of this Agreement, which other terms shall continue to be enforced as if the invalid or unenforceable provisions were omitted. Buyer and Seller agree and intend that there are no third party beneficiaries to this Agreement and that Buyer and Seller are the sole intended beneficiaries of this Agreement.

Initials: \_\_\_\_\_







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