



Roofs of Distinction

**BERRIDGE CALIFORNIA SALES CORPORATION**  
18732 Corby Avenue  
Artesia, California 90701

Local: 562-402-2081  
Toll-Free: 800-656-6720

FORM: CR-01 REV: 5/2001

## CREDIT APPLICATION FOR

COMPANY NAME (Include DBA's)		
PHYSICAL STREET ADDRESS		
MAILING ADDRESS		
CITY	STATE	ZIP
TELEPHONE	FAX	EMAIL

### COMPANY DATA

TYPE OF BUSINESS	CORP, PARTNERSHIP, OR PROPRIETORSHIP (IF INC. PROVIDE STATE)	YEAR BUSINESS STARTED
TAX STATUS	EXEMPT OR NON-EXEMPT (IF TAX EXEMPT, A RESALE OR EXEMPTION CERTIFICATE IS REQUIRED.)	
PRESIDENT, OWNER, OR PARTNER		
TREASURER OR PARTNER		
AUTHORIZED BUYER(S)		PURCHASE ORDER REQUIRED?
ACCOUNTS PAYABLE CONTACT NAME	ANTICIPATED CREDIT DESIRED (Request over \$10,000 requires a financial statement) \$	

### BANK REFERENCES

BANK NAME	ADDRESS	ACCOUNT NUMBERS	PHONE
CONTACT			FAX
BANK NAME	ADDRESS	ACCOUNT NUMBERS	PHONE
CONTACT			FAX

### CREDIT REFERENCES (4 REQUIRED)

TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX

### SIGNATURES

I/WE UNDERSTAND THAT THE INFORMATION FURNISHED YOU ON THIS PAGE, AS WELL AS THE REVERSE SIDE HEREOF, IS FOR THE PURPOSE OF OBTAINING CREDIT FROM YOUR FIRM; THAT I AM/WE ARE AUTHORIZED IN MY/OUR CAPACITY, TO BIND THIS FIRM ACCORDINGLY; THAT ALL ACCOUNTS OR MONIES DUE YOU SHALL BE DUE AND PAYABLE AT YOUR PLACE OF BUSINESS; THAT ALL PAST DUE ACCOUNTS, NOTES OR JUDGEMENTS SHALL AUTOMATICALLY DRAW INTEREST AT THE RATE OF **18% PER ANNUM** OR MAXIMUM RATE ALLOWABLE UNDER THE LAWS OF THE STATE IN WHICH TRANSACTION IS CONDUCTED. I AUTHORIZE THE RELEASE OF PERTINENT CREDIT EXPERIENCE AND / OR CHECKING, SAVINGS, AND LOAN INFORMATION TO BERRIDGE ARTESIA SALES CORPORATION

AUTHORIZED SIGNATURE	PRINTED NAME	TITLE	DATE
AUTHORIZED SIGNATURE	PRINTED NAME	TITLE	DATE

### PERSONAL GUARANTY

PERSONAL GUARANTY – IN CONSIDERATION OF CREDIT BEING EXTENDED TO THE ABOVE NAMED FIRM I PERSONALLY GUARANTEE ALL INDEBTEDNESS HEREUNDER. I FURTHER AGREE THAT THIS GUARANTY IS AN ABSOLUTE, COMPLETED, AND CONTINUING ONE AND NO NOTICE OF THE INDEBTEDNESS OR ANY EXTENSION OF CREDIT ALREADY OR HEREAFTER CONTRACTED BY OR EXTENDED NEED BE GIVEN; THAT I WILL PAY THE AMOUNT DUE WITHIN FIVE DAYS OF NOTICE THAT THE ACCOUNT IS PAST DUE.

PRINTED NAME	SIGNATURE	SOCIAL SECURITY NO.	DATE
PRINTED NAME	SIGNATURE	SOCIAL SECURITY NO.	DATE

# TERMS AND CONDITIONS OF SALE

1. All references to "BCSC" are referring to Seller – Berridge California Sales Corporation.
2. TAXES: Unless specifically enumerated, the price does not include any taxes (including excise, privileges, occupation, use, sales, etc., federal, state or local). Buyer will be liable for payment of all taxes unless acceptable certificate of tax exemption is submitted to BCSC. BCSC does not collect out of state tax and Buyer holds BCSC harmless for and assumes all liabilities of tax payment on out of state shipments.
3. CREDIT INFORMATION: Buyer hereby certifies that the application, statements, trade references, and financial reports submitted to BCSC are material inducements to the agreement and that any material misrepresentation shall constitute a default hereunder. At request of BCSC, Buyer may be required to supply additional supporting documents to secure credit terms on any single given order or the entire liability of the credit line extended. Buyer agrees to permit BCSC to make reasonable and prudent credit investigation in addition to normal references.
4. REPRESENTATION OF SOLVENCY: Buyer hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed given, received, and relied upon by BCSC unless notice to the contrary is given in writing by the Buyer to BCSC at or before delivery of goods.
5. PAYMENT TERMS: Buyer hereby agrees that each invoice will be paid in accordance with terms of payment established by BCSC. Buyer agrees no retainage will be held on material shipments.
6. SERVICE CHARGE AND/OR INTEREST: Any payments deferred after the due date as specified herein shall bear interest and or services charges at the rate of 1 ½ % per month or the maximum rate allowable under the State in which the transaction is conducted. It is the intent of BCSC to comply with applicable usury statutes at the election of BCSC. If interest is charged or collected in excess of the maximum non-usurious interest rate Buyer shall notify BCSC of such charge or collected amount within thirty days of receipt of any claim related thereto shall be waived by Buyer. If any invoice is placed in the hands of an attorney or outside agency for collection, or if collected by any legal proceedings, Buyer agrees to pay BCSC all attorney's fees and court costs incurred in the collection of sums owed by Buyer.
7. SUSPENSION OF PERFORMANCE: BCSC reserves the right, without liability and without prejudice, to any other remedies, to suspend performance, decline to ship, to stop any material in transit, if Buyer is past due in payment of any amount owing to BCSC, until receipt of payment of all amounts owing to BCSC or adequate assurance of such payment.
8. FORFEIT OF DISCOUNTS AND/OR SPECIAL PRICING: Failure to pay within established payment terms will result in forfeiture of any discounts or special price concessions. Any payments deferred after the due date will be subject to all reasonable charges previously conceded or discounted according to standard BCSC pricing.
9. RISK OF LOSS: Risk of loss of the goods passes to Buyer on signing of Confirmation of Order by the Buyer and Seller.
10. VERBAL ORDERS: Buyer assumes full responsibility for the accuracy of verbal orders unless written confirmation of order is returned to BCSC prior to fabrication.
11. ORDERS SUBJECT TO APPROVAL: All orders are subject to approval and acceptance by BCSC by written confirmation. It shall be Buyer's responsibility to notify BCSC of any discrepancies in the order immediately upon receipt of Confirmation of Order.
12. CONFLICTING PROVISIONS: Any conflicting provisions contained in Buyer's purchase orders or Buyer's written confirmation shall be of no force and effect, except that BCSC shall abide by the Standard Form of Agreement Between Contractor and Subcontractor of the American Institute of Architects, except that BCSC shall not be liable to any Buyer or any General contractor for any direct or consequential damages, including loss of use arising out of delay in carrying out a Contract due to strike, fire, Act of God, war, insurrections, mob action, act of government, loss, damage or delay of materials, floods, storms, inability to obtain materials, or other acts or circumstances beyond the control of BCSC.
13. CANCELLATIONS: Buyer may cancel an order by giving written notice to BCSC prior to fabrication. In the event of such cancellation, Buyer agrees to pay BCSC for all actual costs and damages incurred by BCSC in preparing to perform the terms of the order and in performing the terms of the order prior to the receipt by BCSC of such written notice, including but not limited to BCSC expenses of purchased material, fabrication and overhead.
14. SHIPPING: Shipment by common carrier is "Freight Collect" unless other arrangements are made. Acceptance by the freight company is confirmation that BCSC has carefully packaged the order and it should be secure for shipment to destination without damage. In the event the material is damaged in transit, the Buyer agrees to make all claims and settlements with the freight company and will not hold back payment from BCSC. Although every effort is made to meet requested shipping dates, BCSC assumes no responsibility for damages or losses of any kind sustained by customer because of unforeseen inability to meet a precise shipping date. If, at Buyer's request, material is shipped prepaid a 10% premium will be added to the freight charges and billed to the Buyer accordingly.
15. Buyer has and does by these presents grant to BCSC and BCSC has and does hereby retain a security interest in all parts and accessories purchased by Buyer from BCSC. The security interest herein granted by Buyer and retained by BCSC is to secure payment of the full purchase price and all other charges due and owing BCSC by Buyer under the terms of sale. This security interest constitutes a "Purchase Money Security Interest" pursuant to the Uniform Commercial Code. This instrument and the related Confirmation of Order is a contract, security agreement and financing statement between the parties hereto.
16. If at Buyer's request, the delivery of materials is delayed, then BCSC shall invoice Buyer for materials, which invoice shall be due in accordance with terms of payment established.
17. All orders will be available for shipment immediately upon completion of fabrication. If shipment of material is delayed by Buyer, Buyer will be responsible for full cost of storage of materials at BCSC or independent warehouse facility, including all transportation and handling charges incurred for storage of materials, and Buyer will assume any damages to the materials caused by deterioration or as a result of damage by transporting materials to or from storage facilities.
18. PERSONAL GUARANTY: Buyer shall at BCSC's option, execute personal guaranty or guaranties provided by BCSC, personally binding authorized officer(s) of Buyer's company to perform under this Application. Financial Statement(s) will be required to support personal guaranty.
19. BCSC shall not be liable for the negligence of any person or entity other than the employees or officers of BCSC.
20. This Application shall be signed by an Officer or authorized representative of Buyer's Company. By signing this Application, Buyer and person signing represent that the person so signing is in fact authorized to sign this Application and to bind Buyer to terms and conditions herein.
21. LIQUIDATED DAMAGES: In the event that Buyer does not perform as provided in this Application, Buyer agrees that BCSC will have incurred damages as a result of the breach by Buyer, and Buyer hereby agrees that liquidated or ascertained damages in the sum of 100% of the full contract price for material and/or services rendered less payments received by BCSC. Said amount is not intended as a penalty, but represents reasonable damages incurred by BCSC due to customized fabrication of materials.
22. ENTIRE AGREEMENT: No verbal understanding will be recognized by either party hereto. This application expresses all the terms and conditions of the Application and shall not be altered until approved in writing by an authorized employee or officer of BCSC. No course of dealing or trade usage, except as expressly incorporated herein, shall be recognized to vary or modify terms and conditions herein.

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE