



15881 Chemical Lane • Huntington Beach, CA 92649  
 Phone: (714) 895-3522 • Fax (714) 894-2605

SALES REP: \_\_\_\_\_

Amount of Credit Desired \_\_\_\_\_

## Credit Application

Company Name		Date of Application	
Street Address	Phone No.	Fax #	
City	State	Zip Code	
Prior name(s) under which you did business in five (5) previous years (include (1) all prior corporations with which applicant has merged, and (2) any prior registered trade names or styles).			
Name	Address	City	State

### General Information

#### Principles

	Owner, Partners or Officers	Drivers License No.	Title	Residence Address		
1	Name			Street		
	Social Security No.			City	State	Zip Code
2	Name			Street		
	Social Security No.			City	State	Zip Code
3	Name			Street		
	Social Security No.			City	State	Zip Code

Accounts Payable Contact	Are you exempt from sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No
Contractors License Number?	Resale No.
Licensed in what name?	Parent Company if Subsidiary
Composition <input type="checkbox"/> Individual <input type="checkbox"/> Corporation State of _____ <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership	Street City State Zip Code Relationship to Parent Company <input type="checkbox"/> Branch <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary
Date Founded	Date Incorporated If your company is a subsidiary, is there any formal guaranty by the parent company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach copy
At Present Location Since	Are Premises Leased <input type="checkbox"/> Yes <input type="checkbox"/> No From Whom:
Nature of Business	

→ **APPLICANT'S SIGNATURE REQUIRED ON LAST PAGE.** All sales are subject to the Terms and Conditions contained herein.

## Names of Banks

Bank Name			Bank Contact Officer		Branch Name	
Street Address			Phone No.		Fax No.	
City	State	Zip Code		Type of Account and Account No.		
Credit Line	Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	Secured By			
Bank Name			Bank Contact Officer		Branch Name	
Street Address			Phone No.		Fax No.	
City	State	Zip Code		Type of Account and Account No.		
Credit Line	Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	Secured By			

## List of Principal Suppliers

Information is obtained via fax, please provide fax numbers.

Name			Account No.			
Street Address			Credit Line			
City	State	Zip Code		Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	
Phone No.	Fax No.		Secured By			
Name			Account No.			
Street Address			Credit Line			
City	State	Zip Code		Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	
Phone No.	Fax No.		Secured By			
Name			Account No.			
Street Address			Credit Line			
City	State	Zip Code		Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	
Phone No.	Fax No.		Secured By			
Name			Account No.			
Street Address			Credit Line			
City	State	Zip Code		Unsecured <input type="checkbox"/>	Secured <input type="checkbox"/>	
Phone No.	Fax No.		Secured By			

# The Applicant Hereby Acknowledges and Agrees to the Following Terms and Conditions of Sale:

1. **Pricing**

Prices are exclusive of Federal, state, or local taxes of any nature. All taxes applicable to products ordered shall be paid by the Buyer or in lieu thereof, Buyer shall provide **BEACH WIRE & CABLE** with tax exemption certificate acceptable to the taxing authorities. In the absence of a tax exemption certificate, taxes will be charged and payable until a valid tax exemption certificate is on file.

2. **Payment Terms**

Payment terms to buyers of satisfactory credit are: Net 30 Days From Date of Invoice.

Delinquent invoices or portions thereof are subject to a service charge of 1-1/2% per month until paid (or the legal maximum allowable in the buyer's state).

Overdue and delinquent account balances are subject to being placed for collection and Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees.

In the event Buyer's account is overdue, Buyer agrees that **BEACH WIRE & CABLE** may offset the account balance or any portion thereof against any funds due Buyer by **BEACH WIRE & CABLE** irrespective of whether the amounts arise out of the same transaction.

3. **Limited Warranty**

**BEACH WIRE & CABLE** makes no actual warranty of its own but will pass through to its Buyer the manufacturer's warranty to the extent that such warranty is provided. In the event that Buyer discovers a product to be defective, **BEACH WIRE & CABLE** will assist the Buyer in notifying the manufacturer of such defect. **BEACH WIRE & CABLE** MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE (except as to title) other than those expressly set forth above, and in no event does **BEACH WIRE & CABLE** assume, nor shall it be liable for CONSEQUENTIAL OR SPECIAL damages, or for installation adjustment or other expenses whether direct or indirect.

4. **Buyer's Purchase Order: Conflict of Terms**

In the event Buyer shall submit purchase orders, the written terms of which are at variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and **BEACH WIRE & CABLE** terms and conditions of sale shall prevail.

5. **Delivery**

Deliveries shall be subject to and contingent upon timely receipt of order by **BEACH WIRE & CABLE** together with Buyer qualification of credit requirements, and **BEACH WIRE & CABLE** shall not be liable for failure to meet required delivery due to credit clearance requirements, or causes beyond its control, including without limitation, unavailability of product from **BEACH WIRE & CABLE's** source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond **BEACH WIRE & CABLE's** reasonable control.

6. **Discrepancy Claims - Failed Delivery Claims**

Merchandise is shipped FOB shipping point and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer. All claims for damage or shortages should be made by Buyer upon receipt of materials filed with the carrier handling the shipment.

Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by Buyer due to error by **BEACH WIRE & CABLE** must be made in writing sixty (60) days of invoice date. Any such claim not presented within the time limit specified will be waived and actual delivery of invoiced descriptions or quantities will be conclusively presumed.

Any Buyer who wishes to dispute a delivery of merchandise may make written request upon **BEACH WIRE & CABLE** for a copy of carrier's proof of delivery within sixty (60) days from date of invoice. Failure by Buyer to request such proof of delivery within the 60-day time period will result in a waiver of Buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

Applicants 's Signature required on next page.

7. **Product Installation and Operation**

Buyer assumes all responsibility for the proper selection, installation, operation and maintenance of the merchandise purchased from **BEACH WIRE & CABLE**. **BEACH WIRE & CABLE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES whatsoever except as specifically set forth in the Limited Warranty clause in paragraph 3.**

8. **Examination of Product/Waiver of Claim**

The undersigned agrees to examine all products delivered immediately upon receipt and failure to notify in writing within ten (10) days of receipt of any claim of damaged or defective goods shall constitute a complete waiver by the undersigned of any such claim.

9. **Restock Charge**

Unless otherwise agreed, a restock charge will be assessed upon the return of products because of Buyer ordering error, when the product has suffered damage while in Buyer's possession, late cancellation or order, or when assessed by the manufacturer.

10. **Discretionary Granting of/Terminating Credit**

The undersigned acknowledges that the granting of credit hereunder is discretionary and may be terminated by **BEACH WIRE & CABLE** at any time and in **BEACH WIRE & CABLE's** sole discretion. The undersigned assumes all risk of any loss resulting from such termination of credit.

11. **Change in Business Entity**

This agreement shall not be affected by any change in composition, form or legal entity of the undersigned, nor by a transfer of all or any portion of the undersigned's assets whether or not transfer shall be pursuant to the provisions of Article 6 of the Uniform Commercial Code.

12. **Granting of Security Interest**

**BEACH WIRE & CABLE** is hereby granted and shall retain a security interest in and to all goods and materials and sold to the undersigned and the proceeds thereof until **BEACH WIRE & CABLE** is paid in full. **BEACH WIRE & CABLE** is hereby appointed attorney-in-fact, with the power to prepare and file financing statements, continuation statements, statements of assignment, termination statements, and the like, as necessary to perfect, protect, preserve, or release our security interest.

13. The undersigned certifies that the above information is true and correct and agrees to pay for all goods purchased in compliance with the terms of the Seller. Seller and Buyer agree that this contract is entered into at Huntington Beach, California, and that all monies due and payable to **BEACH WIRE & CABLE** as performance of buyers obligations pursuant to this agreement are due and payable at **BEACH WIRE & CABLE**, California. Buyer expressly consents to venue in any Orange county, California court at Seller's option. Buyer further warrants and agrees that any obligations incurred under this agreement are obligations owned and due to **BEACH WIRE & CABLE** individually and severally, and recognizes **BEACH WIRE & CABLE** identified as such, whether operating under the **BEACH WIRE & CABLE** name which **BEACH WIRE & CABLE** operates now, or in the future. All of the undersigned authorize **BEACH WIRE & CABLE** to investigate credit background through credit agencies and references listed herein and for all references to release any and all information. The undersigned releases **BEACH WIRE & CABLE** from all liabilities resulting from any information released or obtained.

\_\_\_\_\_  
FULL NAME OF COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME AND TITLE

**CONTINUING PERSONAL GUARANTEE**

(IF A CORPORATION IS APPLYING FOR CREDIT, THIS GUARANTEE MUST BE SIGNED BY A CORPORATE OFFICER(S).)

For and in consideration of selling any goods or materials to the above applicant on the account or otherwise by Beach Wire & Cable, I hereby absolutely and unconditionally guarantee the credit account, debt or obligation of the above named corporation. This is a continuing guarantee and shall continue so long as credit is extended or the account, debt or obligation is open. I expressly waive notice of default, diligence, resort to security, any obligation to proceed first against debtor or any other guarantor, and joinder of debtor or other guarantors. I further agree to pay all attorney's fees, and costs and other expenses incurred in enforcement of the underlying obligation and this guarantee and agree that in the event of litigation, suit may be brought in any Orange County court at your option.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

This signature on this Credit Application, if transmitted by facsimile machine, will be acceptable and binding as if it were in the original.

\_\_\_\_\_  
PRINT NAME AND TITLE

## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER

(      )

DATE