



**RELIABLE CONCRETE ACCESSORIES**  
P.O. BOX 191, HUNTINGTON BEACH, CA 92648

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**CREDIT APPLICATION**

Legal Company Name:  Telephone:

Billing Address:  Cell Phone:

Street Address (if different):  Fax:

A/P Contact:  P.O. Required?  Email address:

Sales Tax Exempt: Yes  No  Contractors License No:

Business Structure (circle one)  Sole Ownership  Partnership  Corporation  LLC

Have you ever had an account prior or do you currently hold one active under another business name?

**Sole Ownership/Partnership:**

Name:  Name:

Residence address:  Residence address:

Social Security No:  Social Security No:

Driver's License No:  Driver's License No:

**Corporation/LLC**

Name:  Title:

Name:  Title:

Name:  Title:

Name:  Title:

THE APPLICANT CERTIFIES THE FOLLOWING: (1) THE INFORMATION PROVIDED IS TRUE AND CORRECT AND HAS BEEN SUBMITTED TO OBTAIN COMMERCIAL CREDIT; (2) SIGNER IS 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 HISTORY WITH THE APPLICANT; AND (5) SIGNER HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS, AND AGREES TO NOTIFY SELLER, IN WRITING, OF ANY MATERIAL CHANGE IN NAME, OWNERSHIP, LOCATION OR CORPORATE STATUS WITHIN (5) FIVE DAYS. FAILURE TO NOTIFY OF A CHANGE OF STATUS CONSTITUTES A WAIVER BY APPLICANT OF ASSERTING THE DEBT IS OWED BY AN ENTITY DIFFERENT THAN THAT SET FORTH HEREIN.

CONTRACTOR/SUBCONTRACTOR HEREBY IRREVOCABLY GRANTS TO RELIABLE CONCRETE ACCESSORIES THE POWER OF ATTORNEY TO ENDORSE ANY AND ALL CHECKS OR SIMILAR INSTRUMENTS FOR PAYMENT OF MONEY IN THE PARTY'S NAME WHICH ARE PAYABLE TO CONTRACTOR/SUBCONTRACTOR AND RELIABLE CONCRETE ACCESSORIES.

THIS CREDIT APPLICATION AND THE FOREGOING CREDIT TERMS CONSTITUTE THE SOLE UNDERSTANDING AND AGREEMENT UNDER WHICH RELIABLE CONCRETE ACCESSORIES WILL EXTEND CREDIT TO APPLICANT FOR THE PURCHASE OF MERCHANDISE. SUCH TERMS MAY BE AMENDED ONLY IF AGREED TO IN WRITING BY RELIABLE CONCRETE ACCESSORIES.

APPLICANT AGREES TO AND ACCEPTS THE FOREGOING CREDIT TERMS.

Signature  Date

Print Name  Title

## **TERMS AND AGREEMENTS**

PROMPT PAY TERMS TO BE DETERMINED AT POINT OF SALE. ACCOUNTS WILL BE CHARGED 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE BALANCE. ALL CLAIMS FOR SHORTAGE OR ALLOWANCES MUST BE MADE ON DATE OF DELIVERY. MATERIALS NORMALLY CARRIED IN INVENTORY OF THE LOCATION OF SELLING BRANCH WHICH HAVE BEEN DELIVERED AS ORDERED MAY BE RETURNED UNUSED WITHIN 30 DAYS FROM THE DATE OF THE PURCHASE FOR CREDIT ONLY UPON SELLER'S PRIOR AUTHORIZATION. ALL SUCH RETURNED MATERIALS MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL INVOICE AND ARE SUBJECT TO A RESTOCKING CHARGE OF NOT TO EXCEED 25%. (RETURN OF SPECIAL ORDER MERCHADIDE MAY NOT BE ALLOWED AT THE SOLE DISCRETION OF THE SELLER). ARTICLES FURNISHED FOR USE IN THE IMPROVEMENT OF REAL PROPERTY MAY BE SUBJECT TO THE MECHANIC'S LIEN LAWS OF THE STATE OF CALIFORNIA, ARIZONA, OR NEVADA RESPECTIVELY.

**SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE MATERIALS DESCRIBED HEREIN AND BUYER ACCEPTS THE MATERIALS AS IS. SELLER DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE MATERIALS DESCRIBED HEREIN.**

All sales to Buyer are subject to these Terms of Condition of Sale, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These terms are binding on the Parties, their successors, and permitted assigns.

Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly, (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event, and (c) Buyer shall not be entitled to any other remedy.

Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER SHALL SEEK EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF THE BUYER OR OTHER PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO THE SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, UNINCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, OR BUYERS ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY DAMAGES, EVEN IF SUCH DAMAGES WERE FORSEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or relation to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortuous act or omission of Buyer or any material breach by Buyer of the Agreement.

Unless otherwise agreed in writing, payment terms are from date of delivery, payable in United States of America (US) dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% if Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month of the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.

Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, uncured pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings.

**THE INVALIDITY OR UNENFORCEABILITY OF ALL OR PARTS OF THESE TERMS AND CONDITIONS OF SALE WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE OTHER TERMS. THE PARTIES AGREE TO REPLACE ANY VOID OR UNENFORCEABLE TERM WITH A NEW TERM THAT ACHIEVES SUBSTANTIALLY THE SAME PRACTICAL AND ECONOMIC EFFECT AND IS VALID AND ENFORCEABLE.**