

APPLICATION FOR COMPANY CHECK

Date: _____ Phone: _____ Fax: _____

Business Name (Buyer) _____

Billing Address _____

City _____ County (in CA) _____ State _____ Zip _____

Contact Name: _____ Type of Business: _____

Federal Tax ID / Social Security # _____ Date Business Started _____

BUSINESS OWNERSHIP (check one)

Sole Proprietorship (Individual) Partnership Corporation (list all officers) Limited Liability Company (LLC)

If listed with Dun & Bradstreet, give DUNS #: _____

Please give name, home address and phone number of principal officers or owners:

1. _____
Name Title Soc. Sec # Phone No.

_____ Address City State Zip

2. _____
Name Title Soc. Sec # Phone No.

_____ Address City State Zip

TRADE REFERENCES (Please list suppliers who extend credit or company check terms [as applicable] to buyer)

Company Name _____ Company Name _____

Address _____ Address _____

City/State _____ Zip _____ City/State _____ Zip _____

Phone No. _____ Phone No. _____

Fax No. _____ Fax No. _____

Contact _____ Contact _____

TRADE REFERENCES (continued from 1st page)

Company Name _____ Company Name _____

Address _____ Address _____

City/State _____ Zip _____ City/State _____ Zip _____

Phone No. _____ Phone No. _____

Fax No. _____ Fax No. _____

Contact _____ Contact _____

IF APPLYING FOR CREDIT LINE, PLEASE ATTACH A COPY OF YOUR MOST RECENT DETAILED FINANCIAL STATEMENT

BANK REFERENCE

Bank Name _____ Branch _____

Address _____ Phone # _____

City/State _____ Zip _____ Fax # _____

Checking Savings Loan Account Number _____

Buyers hereby authorize Sellers to check Buyers bank and credit references to obtain such information as may be required, including, but not limited to, credit reports and personal credit history. Buyers unconditionally release all credit references listed from any and all liability for any damage, which might result from furnishing such information to Sellers. Buyers agree that this application for credit or company check privileges shall remain Seller's property and will be included in Buyers credit line. In the event of a returned check, Buyers hereby agree to pay all returned check charges and/or bank fees and to promptly remedy such nonpayment. In consideration of the granting and extension of credit or check privileges by Sellers to Buyers, it is hereby agreed that the Buyers will pay all sums when due. In the event of nonpayment, the undersigned does hereby agree to pay, in addition to the principal amount due, all collection charges incurred by Sellers including charges made by a collection agent up to the maximum amount allowed by law, attorneys' fees and costs. Buyers further agree to pay interest at the rate of 18% per annum commencing upon the first day following the date due for any monies owing. In the event of breach of this contract or if Buyers exceed the credit limit, Sellers reserve the right to change Buyers credit terms. **In the event of a dispute, Buyers expressly waives the right to a jury trial.*** This agreement has been entered into in the state to which this credit application has been returned (California) and venue for all disputes shall be in the Superior Court of the County of Santa Clara, California.*

Business Name: _____ Date: _____

Signature: _____ Title: _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit or increase in credit limit by the Sellers to Buyers, the undersigned do jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Sellers by Buyers, including collection charges and/or attorneys' fees prior to and subsequent to judgement entered by a court of law. This shall be an open and continuing guaranty and shall continue in full force and effect, notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Sellers, without obtaining any consent thereto, and until expressly revoked by written, certified notice from me/us to Sellers. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or nonpayment and waive action required by any statute against Buyers. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyers or any other person primarily or secondarily liable with the Buyers, shall operate as a waiver of any right or in any manner prejudice Seller's right against me/us. I/we agree that in the event of any default at any time by said Buyers, Seller(s) shall be entitled to look to me/us immediately for full payment without prior demand or notice. **If a dispute should arise, Buyers expressly waive the right to a jury trial.*** This agreement has been entered into in the state to which this credit application has been returned (California) and venue for all disputes shall be in the Superior Court of the County of Santa Clara, California.*

Signed _____ Date: _____

Name (print) _____ Drivers Lic # _____ State _____

Phone _____ SS# _____

Home Address _____ City _____ State _____ Zip _____

Personal Bank _____ Acct # _____ Phone _____

Branch _____ Address _____ City/State/Zip _____