

## **Application for Credit Terms**

Mail original to: P.O. Box 728 La Mirada, CA 90637 lynn@royalplywood.com

Accounting Fax: 562.207.1383

For the purpose of procuring credit from you, the undersigned offers the following as a true and accurate statement and agrees to immediately notify us in writing of any material changes herein and further agrees to the following:

Title to any merchandise delivered is retained by the seller until paid for in full. All invoices not paid within thirty days are subject to a 1.5% per month service charges retroactive to the date of delivery. If the buyer is a corporation, the undersigned officers hereby agree that they will be personally liable for any indebtedness owed by the corporation. Buyer grants to Royal Plywood Co., LLC, a security interest in and to Buyer's equipment, chattel paper, fixtures, general intangibles, inventory, documents, accounts, instruments, deposit accounts, investment property, (collectively "collateral"), and all renewal and replacements thereof. Buyer and undersigned agree to pay all cost incurred in collecting any amounts due, including reasonable attorney's fees. All goods sold are subject to the terms and conditions on page 2 of this credit application.

| Date  |                                  |                           |                  |                                 |   |
|---|----------------------------------|---------------------------|------------------|---------------------------------|---|
| Company Name  |                                  | _ Contractors License # _ |                  |                                 |   |
| Business Address  |                                  | Phone #                   | Fa               | ax #                            |   |
| City  |                                  | State                     | Zip Code         |                                 |   |
| Accounts Payables Email   |                                  |                           |                  |                                 |   |
| Parent Company if a Subsidiary  |                                  |                           |                  |                                 |   |
| Proprietor or Partner(s) Name(s)  |                                  |                           |                  | ·                               |   |
| Home Address  |                                  | Phone # _                 |                  | <del></del>                     |   |
| City  |                                  | State                     | Zip Code         |                                 |   |
| Type of Business  | Year Established or Incorporated |                           |                  |                                 |   |
| TRADE REFERENCES  |                                  |                           |                  |                                 |   |
| Name  | Phone                            | Fax                       |                  | Email                           |   |
| Address   | City _                           |                           | State            | Zip Code                        |   |
| Name  | Phone                            | Fax                       |                  | Email                           | _ |
| Address   | City _                           |                           | State            | Zip Code                        |   |
| Name  | Phone                            | Fax                       |                  | Email                           | _ |
| Address   | City _                           |                           | State            | Zip Code                        |   |
| BANK NAME:  |                                  | ACCOUNT                   | #:               |                                 |   |
| BANK PHONE#:  | ADD                              | DRESS:                    |                  |                                 |   |
| It is understood that the undersigned and utilize outside credit reporting se LLC, to contact and investigate the re information. | rvices to obtain informa         | ation on the undersigned  | I. The undersign | ed authorizes Royal Plywood Co. | d |
| Signature:  |                                  | Print Name:               |                  |                                 |   |
|   |                                  |                           |                  |                                 |   |

Please be sure to have an OWNER or OFFICER of the company sign this application. Mail original to Royal Plywood Co. LLC

## (Application for Credit Terms page 2)

**Royal Plywood Co. LLC** warrants that the product it furnished to you is of merchantable quality. If the product fails to be merchantable, Royal Plywood Co. LLC will either furnish free of charge a replacement or, at it's election, give credit for the purchase price. The seller will not accept responsibility for replacement or credit unless there is an independent inspection. In addition, it is an expressly bargained for term of our agreement of sale that Royal Plywood Co. LLC is not to be liable for consequential or incidental damages irrespective of its active or passive negligence which may cause the material to be nonconforming to specifications.

Buyer must inspect the merchandise for dimensional and other specification compliance before using the material. Claims by buyer for defective material must be received in writing by seller, Royal Plywood Co. LLC, within ten (10) days of buyer's receipt of such material. Such claims must be made prior to any fabrication or change in condition of such material. Seller shall have the right to inspect the goods against which claim is made. The entire shipment must be kept intact pending settlement of the claim, or until released by mutual agreement of the parties. No allowance will be granted by Seller for any settlement of the claim, or until released by mutual agreement of the parties. No allowance will be granted by Seller for any repairs, alterations or allegedly corrective actions made by buyer without Seller's prior written approval.

TERMS: Stated on face of invoice: unless otherwise noted, F.O.B. shipping point. In the event of the default of buyer or any obligation to seller, Royal Plywood Co. LLC may, at its option, without demand or notice, exercise any of the following remedies:

- 1. Elect to treat the entire balance of the purchase due and payable immediately and may seek legal action therefore.
- 2. Take possession of the property wherever and whenever found, and may elect to treat buyer in default, and in such event all of the rights, titles, and equities of buyer shall immediately cease and desist, and seller shall be released from all obligations to transfer or deliver the property to buyer.
- 3. Avail itself of any of the remedies for the enforcement of a seller's rights as provided by the laws of the State of California.
- 4. Seller may add service charge of 1 ½% per month on unpaid past due amounts.
- 5. Buyer will be held responsible for the service charge at the maximum legal rate on unpaid past due amounts plus reasonable attorney fees incurred by the seller in connection with obtaining payment from buyer on the invoice.
- 6. Buyer agrees that in the event Royal Plywood Co. LLC files suit for payment, buyer consents to jurisdiction In the Los Angeles County Court.
- 7. When making a payment with a credit card, a 2% transaction fee will be added and charged to your account.

TITLE: Title to all merchandise sold shall remain in Royal Plywood Co. LLC on all sales made C.O.D. until any check or draft received in payment is accepted or paid.

RETURNS: No returns will be accepted unless previously authorized by Royal Plywood Co. LLC in writing and shall be subject to a minimum of 25% for restocking. In the event returned materials are damaged, a depreciated credit for said returned materials shall be determined at the sole discretion of Royal Plywood Co. LLC. Its determination shall be binding and final. Special orders may not be returned.

DELAYS: All orders are accepted subject to delays due to strikes or other labor disturbances, fire, flood, shortage of materials, delays in transit, force majeure, government priority or other regulations, delay or failure by other regulations, delay or failure by our supplier to deliver or causes beyond our control.

According to California Civil Code, Chapter 522, Section 1719, any person who writes bad check or any order for payment of money which is dishonored for lack of funds is now civilly liable and can be sued for three times the amount of check, or \$500.00 whichever is greater, plus the amount of the check and court costs.

| Signature: | Date: |
|------------|-------|