



APPLICATION FOR CREDIT

ANAHEIM

1235 S. Lewis St.
Anaheim, Ca. 92805
714.635.3131
714.635.3040 fax

CARSON

1000 E. Carson St.
Carson, Ca. 90745
562.961.8785
562.961.8749 fax

CHULA VISTA

117 Press Lane
Chula Vista, Ca. 91910
619.426.4493
619.426.4497 fax

COSTA MESA

1916 Placentia Ave., Unit B
Costa Mesa, Ca. 92627
949.574.8188
949.574.8261 fax

CULVER CITY

11244-A Playa Court
Culver City, Ca. 90230
310.839.4334
310.839.2931 fax

ESCONDIDO

2337 Auto Park Way
Escondido, Ca. 92029
760.233.3710
760.233.3715 fax

IRVINE

299 Goddard Street
Irvine, Ca. 92618
949.679.8414
949.679.8634 fax

ONTARIO

1175 Woodlawn
Ontario, Ca. 91761
909.930.2684
909.930.1700 fax

RIVERSIDE

1395 Palmyrita Ave.
Riverside, Ca. 92507
951.684.8448
951.684.8449 fax

TEMECULA

41579 Cherry St., Unit B
Murrieta, Ca. 92562
951.304.0660
951.304.0662 fax

VAN NUYS

13805 Saticoy St.
Van Nuys, Ca. 91402
818.374.4980
818.374.4990 fax

WHITTIER

12468 Lambert Road
Whittier, Ca. 90606
562.698.7774
562.698.1451 fax

www.expresspipe.com

expressions
kitchen & bath showroom

Carson

562.961.8785

Costa Mesa

949.574.8188

Van Nuys

818.374.4980

www.expressionsshowroom.com



APPLICATION FOR CREDIT

For the purpose of obtaining merchandise on credit from Express Pipe Supply Co., Inc. ("Express"), the undersigned furnishes the following as being true and correct Personal and Financial Information.

I hereby authorize any of the references listed herein to provide you with any and all information requested by Express.

Date _____

Firm Name _____

Telephone _____

Street Address _____ City _____

P.O. Box Number _____ City _____ Zip Code _____

OWNERSHIP: Corporation LLC Partnership Sole Proprietorship

PERSONAL INFORMATION: COMPLETE NAMES, HOME ADDRESSES AND TELEPHONE NUMBERS OF OWNER, ALL PARTNERS, PRINCIPALS OR OFFICERS:

1. Name _____ Title _____

Address _____ Telephone _____

Social Security No. _____ / _____ / _____ Driver's License No. _____

2. Name _____ Title _____

Address _____ Telephone _____

Social Security No. _____ / _____ / _____ Driver's License No. _____

3. Name _____ Title _____

Address _____ Telephone _____

Social Security No. _____ / _____ / _____ Driver's License No. _____

TYPE OF BUSINESS: Plumbing Contractor General Contractor Mechanical Contractor Mobile Home

Wholesale Distributor Retail Store Property Manager Other (Explain) _____

Contractor's License No. _____ Resale No. _____

Date Business Started _____ Annual Sales _____

Date of Incorporation _____ State of Incorporation _____

Name and address of parent, subsidiary and affiliated company(ies) _____

How Long at present address? _____ Previous address, if less than one (1) year _____

If present office space is rented or leased, please give landlord's name and address _____

If yard address, if different than office location _____

TERMS AND CONDITIONS

1. **GENERAL:** Each sale by Express Pipe & Supply Co., Inc. or its affiliates (collectively "Seller") shall be subject to these Terms and Conditions. Seller objects to any different or additional terms in Buyer's purchase documents.
2. **PAYMENT:** Payment is due upon receipt of merchandise. Credit terms are two percent (2%) 10th prox. net 25th day of the month following the invoice date. Buyer's receipt of payment from Buyer's customer, if any, is not a condition precedent to Buyer's obligation to make payment to Seller. Retention is not allowed. Buyer agrees to pay a service charge on all past due amounts of one and one-half percent (1 ½%) per month [eighteen percent (18%) per annum] or the maximum rate allowed by law, whichever is less.
3. **FINANCIAL CONDITION:** By ordering merchandise from Seller, Buyer represents to Seller that Buyer is solvent and has the financial capacity to pay all amounts due Seller in accordance with these terms. If, in Seller's judgment, Buyer's financial condition at the time of shipment does not justify the specified payment terms, Seller reserves the right to require payment or other adequate assurance of performance before shipment.
4. **SECURITY INTEREST:** Buyer grants Seller a security interest in all merchandise sold by Seller until Buyer has made full payment to Seller. Buyer authorizes Seller to file a financing statement or such other documents necessary to perfect Seller's security interest. Seller's security interest shall entitle Seller to all rights and remedies afforded a secured party under California law.
5. **SHIPMENT:** Seller shall use reasonable commercial efforts to ship in accordance with Buyer's shipping instructions and schedule. Seller shall not be bound by any specific shipping instructions or delivery date. All shipping dates provided in advance of shipment are approximate and do not represent fixed or guaranteed dates. Seller is not liable for any damages attributable to late delivery. In the absence of shipping instructions, or if Buyer's shipping instructions are deemed impractical, Seller may elect to ship by any commercially reasonable method.
6. **CLAIMS:** Claims or adjustments for damage or shortages must be made, in writing, within three (3) days of Buyer's receipt of Seller's merchandise. Failure to provide Seller with written notice shall constitute conclusive evidence that Buyer has accepted the merchandise.
7. **RETURNS:** All sales are final and merchandise may not be returned without Seller's prior written approval. If Buyer requests permission to return merchandise, the merchandise must be in its original packaging, undamaged and suitable for resale. Buyer must also provide Seller with Seller's original invoice number. All returned merchandise is subject to a minimum restocking/handling charge of twenty-five percent (25%). No returns can be made on non-stock merchandise.
8. **LIMITED WARRANTY:** All merchandise distributed by Seller is produced by reputable manufacturers. SELLER'S SOLE OBLIGATION TO BUYER IS TO USE REASONABLE COMMERCIAL EFFORTS TO SECURE THE MANUFACTURER'S PERFORMANCE UNDER THE MANUFACTURER'S PUBLISHED WARRANTY. IN NO EVENT WILL SELLER'S LIABILITY UNDER THIS SECTION EXCEED THE ADJUSTMENT, IF ANY, PROVIDED BY MANUFACTURER OF THE DEFECTIVE OR NONCONFORMING PRODUCT. EXCEPT AS TO TITLE, THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE MERCHANDISE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY TO ANY SALE.
9. **LIMITATION OF LIABILITY:** Subject to the limitations set forth herein, Seller's liability on any claim for loss or damage arising out of a sale to Buyer, or the resale, operation or use of any merchandise purchased from Seller, shall not exceed the price allocable to such merchandise or part thereof involved in the claim. IN NO EVENT SHALL SELLER BE LIABLE, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR LABOR CHARGES, IN AND OUT CHARGES, SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS, FOR SUCH DAMAGES.
10. **ATTORNEYS' FEES:** If legal action is commenced to collect Seller's invoice or to enforce any of Seller's terms or conditions, the prevailing party in such action shall pay any and all costs incurred in the action, including attorneys' fees, fees charged by investigators or collection agencies, and court costs.
11. **ENTIRE AGREEMENT:** This instrument, together with any credit application completed by Buyer, constitute the entire agreement between Buyer and Seller, and Buyer has not relied upon any representation or warranty, written, oral or implied, except as contained in this instrument or such credit application.
12. **MISCELLANEOUS:** No waiver, alteration or modification of any of the terms set forth herein shall be binding upon Seller unless specifically set forth in a writing signed by a corporate officer of Seller. Seller's waiver of any breach shall not be considered a waiver of any other or future breach or of Seller's other rights. The validity, performance, interpretation and enforcement of this instrument shall be governed by the laws of California. Any legal action filed as a result of Seller's sale of products may be commenced in Los Angeles, California.



AUTHORIZATION FOR RELEASE OF INFORMATION

(Supplement to Credit Application and Financial Statement
To Be Executed By All Applicants)

I (We) hereby supplement our Credit Application and Financial Statements dated as of _____,
and agree as follows:

1. Said Financial Statements, this Authorization, and all support information are the property of EXPRESS PIPE & SUPPLY CO., INC.
2. Express Pipe & Supply Co., Inc. ("Express") is authorized to make credit checks or inquiries concerning my (our) creditworthiness, credit standing, financial capacity, or any matters relating to assets, liabilities and references disclosed on said Credit Application and Financial Statements or any subsequent Financial Statements.
3. Creditors, including but not limited to credit reporting agencies, state and national banks, and others, are hereby authorized to disclose to Express any and all information relative to any of my (our) loans, accounts, purchases, other financial transactions or other pertinent information, whether past, present or future, with said creditors.
4. Express is authorized to share with credit reporting agencies and creditors doing business with me (us), or who may do business with me (us), information regarding my (our) account, this extension of credit, any subsequent transaction or extension of credit, and/or my (our) general credit history.

Photocopies of this authorization may be presented to and relied upon by my (our) creditors as evidence of my (our) authorization or release of information to Express.

Applicant

Date

Applicant

Date



Dear Customer:

Government regulation requires businesses that sell product to customers free of tax keep current resale certificates on file. In order to comply with government regulation, please complete the enclosed Resale Certificate/Sales Tax Certification form and return it to our offices as soon as possible.

Please note that taxes will be charged on all purchases made until such time that the completed form is received in our offices and the resale number has been verified with the State Board of Equalization.

Due to company policy, we require that the enclosed (reverse side) Express Pipe & Supply Co., Inc. Resale Certificate/Sales Tax Certification form be completed. Please note that forms are NOT valid unless signed and dated.

Please complete the "company name" box on the attached form to reflect the name of your business under which the State Board of Equalization issued the resale certificate and complete the "DBA" box with the name of your business under which you are doing business with Express Pipe.

Thank you in advance for your prompt attention to this matter. Please do not hesitate to contact our corporate office should you have any questions.

Sincerely,

Express Pipe & Supply Co., Inc.
Corporate Accounting

MAIL COMPLETED FORM TO:
2644 30th STREET, SUITE 102
SANTA MONICA, CA 90405



RESALE CERTIFICATE/SALES TAX CERTIFICATION

COMPANY NAME		
DBA (DOING BUSINESS AS)		
BILLING ADDRESS		
SHIPPING ADDRESS (IF DIFFERENT FROM BILLING ADDRESS)		
CITY/STATE/ZIP	PHONE #	FAX #

I HEREBY CERTIFY:

That I hold a valid seller's permit No: _____

Issued pursuant to the Sales and Use Tax Law of the State: _____

That I am engaged in the business of selling:

That all tangible personal property described herein which I shall purchase from **EXPRESS PIPE & SUPPLY CO., INC.** will be resold by me in the form of tangible personal property: provided, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the State and Use Tax Law to report and pay tax, measured by the purchase price of such property. This certificate is to continue in force until revoked in writing.

Description of property (material/product) to be purchased:

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.

DATE	PRINT NAME OF AUTHORIZED AGENT	TITLE	SIGNATURE
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Preliminary Information

CUSTOMER NAME (LEGAL)		
DBA		
ADDRESS		
CITY/STATE/ZIP	PHONE #	FAX #

BILLING INFORMATION: Taxable Non-Taxable Resale #: _____
 (Return Resale Certificate attached)

BILLING ACCOUNT NAME	
ADDRESS	
CITY/STATE/ZIP	

JOB INFORMATION:

JOB NAME	
JOB SITE ADDRESS	
CITY/STATE/ZIP	
FIRST DAY ON JOB	ESTIMATED DOLLAR AMOUNT

Lender: _____ Federal or Public Works _____
 _____ Contract # _____
 _____ Bond # _____

Owner: _____ Bonding Co. _____

General: _____ PRELIM JOB INFORMATION
 _____ Provided by: _____
 _____ Title: _____
 _____ Company: _____

Please fax back to Express Pipe Credit Department: (714) 780 - 1945

Corporate Office: 2644 30TH Street, Suite 102 . Santa Monica CA 90405 . 310.204.7238 . 310.204.7288.fax