

CREDIT APPLICATION AND PERSONAL GUARANTEE

B.R. FUNSTEN & CO. A CALIFORNIA CORPORATION

INCLUDING ITS DIVISIONS

TOM DUFFY COMPANY AND COMMERCIAL SOLUTIONS

5200 WATT COURT, FAIRFIELD, CA 94534 TELEPHONE: 800-479-5671 FAX: 707-863-3879

APPLICATION MUST BE COMPLETED AND SIGNED IN ORDER TO PROCESS

FAX WILL SERVE AS ORIGINAL

BILL TO

NAME _____
DBA _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
E-MAIL _____

SHIP TO SAME AS BILL TO

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____
E-MAIL _____

OFFICER / OWNER

NAME _____ TITLE _____
HOME ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ EMAIL _____
SSN _____ DRIVERS LICENSE # _____

OFFICER / OWNER

NAME _____ TITLE _____
HOME ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ EMAIL _____
SSN _____ DRIVERS LICENSE # _____

OWNERSHIP CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP OTHER (EXPLAIN)

TYPE OF BUSINESS

FED TAX ID _____ **STATE CONTRACTOR'S LIC** (IF APPLICABLE) _____

SALES TAX STATUS TAXABLE NON-TAXABLE (MUST ATTACH COMPLETED RESALE CARD & COPY OF RESALE LICENSE)

BUSINESS GROUP AFFILIATION _____ DATE BUSINESS BEGAN _____ CREDIT LINE REQUESTED _____

ACCTS PAYABLE MGR _____ EMAIL _____ P.O. # REQUIRED YES NO

NAMES AND TITLES OF AUTHORIZED PURCHASERS (Attach list if needed) _____

BANK REFERENCE BANK _____ ACCOUNT # _____
CONTACT _____ PHONE _____ FAX _____
STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

TRADE REFERENCES

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ ACCT # _____

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ ACCT # _____

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ ACCT # _____

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ ACCT # _____

****PLEASE ATTACH A CURRENT FINANCIAL STATEMENT TO EXPEDITE PROCESSING****

VENUE: All indebtedness due to the Seller shall be payable to its offices in Fairfield, CA and all contracts are deemed to have been made and consummated at the offices of the Seller in Solano County, CA. Venue for any legal action shall be Salano County, CA.

CONDITIONS OF SALE: Applicant has read, understands and agrees to attached Conditions of Sale. Applicant is referred to as "Buyer."

BANK REFERENCE: I authorize the listed bank to release credit information to B.R. Funsten & Co.

PERSONAL GUARANTEE: I/We guarantee and promise to pay to Seller on demand, any and all indebtedness of applicant to Seller, including all amounts now due and owing, or which may hereafter become due and owing to (Seller) from applicant. The liability of the undersigned is joint and several with the liability of said applicant, and Seller shall not be required to exhaust its remedies, or bring any action against said applicant as a condition precedent to the enforcement of this guarantee. This is a continuing guarantee which shall continue until Seller has received notice of termination by certified mail and said termination shall not affect the liability of the guarantor as to amounts then owing from applicant. In the event that legal action is necessary to enforce any term of this guarantee, the guarantor agrees to pay all court cost and a reasonable attorney's fee whether or not suit is filed.

SIGNATURE _____ **DATE** _____ **SIGNATURE** _____ **DATE** _____

ACCT# _____ **SALES #** _____ **CREDIT LINE** _____

Credit line requests over \$10,000 require 2 years financials.

CONDITIONS OF SALE

1. All orders are delivered and shipped F. O. B. origin, at Manteca, CA or Santa Fe Springs, CA, unless otherwise noted.
2. Signed delivery receipt constitutes delivery.
3. The title to all merchandise that is shipped via common carrier transfers to the Buyer when the merchandise is accepted by the carrier; the title transfers at this point even if the Seller ships the merchandise freight prepaid.
4. No merchandise is acceptable for return unless it meets the Seller's return policy guidelines and must be authorized in advance.
5. Seller reserves the right to backorder goods and will process and ship backordered goods as soon as possible. Any statement as to shipping date of a backorder is an estimate only and not a firm time or guarantee. Seller is not responsible for consequential or other losses or expenses related to the date or time of delivery.
6. Cut orders may not be cancelled and are subject to return under the Seller's return policy guidelines.
7. Merchandise may be reserved for a period not to exceed 24 hours.
8. Will-Call orders will not be held for more than 10 business days. Orders must be picked up in full or as available.
9. Goods distributed by Seller shall conform to description and shall be free from defects in material and workmanship at the time of shipment. There are no other warranties of merchantability or otherwise, except of title, which extends beyond that stated above.
10. Buyer waives all claims if cutting or installation is made on goods with visible defects.
11. Failure to follow any manufacturer's recommended installation procedure voids any and all product warranties.
12. No consumer complaints concerning defective products will be entertained unless first inspected by buyer and reported to seller.
13. Buyer agrees to submit all claims for defective product which exceed \$5,000 to an independent inspection agency certified by the NWA, CFI, IICRC, FCITS or NICFI, as is appropriate for the complaint. The cost of the inspection shall be paid (1) by the Buyer if no product defect is found; (2) by the Seller, if a product defect is found.
14. Seller reserves the right to correct any repairable manufacturing defect in lieu of any adjustment or replacement.
15. Seller's liability and Buyer's remedy for breach of warranty or otherwise is expressly limited to the replacement of any goods sold which Seller determines to be non-conforming (by reason of latent defect), provided Seller is advised in writing of such non-conformance within ninety days of date of sale and thirty days of date of discovery.
16. Buyer agrees to pay interest on all past due amounts pursuant to terms of invoice, at the rate of 18% per annum commencing from the date payment is due and continuing until payment is received.
17. These Terms and Conditions, and any sales agreement or other agreement between Seller and Buyer, if any, constitute the entire agreement between the Seller and the Buyer concerning the purchase by the Buyer of Seller's products. These terms and conditions and the obligations of Buyer shall not be assigned, delegated, or transferred, by operation of law or otherwise, without prior written consent of Seller.
18. Should it become necessary to initiate a lawsuit or otherwise collect any sums due, including interest @ 18% anum, the applicant and seller agree that the prevailing party in any litigation shall be entitled to reasonable attorney's fees as awarded by the court, together with all costs of suit incurred. In addition, should it become necessary to assign a delinquent account for collection, reasonable collection fees and costs shall be the responsibility of the applicant.
19. Buyer hereby consents that if legal action is undertaken by Seller, Solano County is the proper place for venue of said action, and by purchasing Seller's goods, Buyer voluntarily submits to jurisdiction in the State of California, County of Solano.
20. All disputes in excess of \$25,000 between Seller and Buyer arising out of the purchase of goods and services from the Seller, including purchase price and quality of goods sold, will be settled by final and binding arbitration using the judicial arbitration and mediation services of JAMS, Judicial Arbitration Mediation Services, at the discretion of seller.
21. Credit Accounts with no sales activity for a one year period will be put on a temporary hold, pending a review of the customer's current credit status, Credit Accounts with no sales activity for a two year period will be closed and will require a new credit application to reactivate when an order is placed.

I have read, understood and agreed to the conditions of sale.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____