

CREDIT APPLICATION



101 PIPE & CASING, INC.

**30300 Agoura Road. Suite 240
Agoura Hills, CA 91301**

**(818) 707-9101
FAX (818) 707-9126**

BUSINESS NAME _____
 BUSINESS ADDRESS _____
 TELEPHONE: () _____
 FAX: () _____

BUSINESS ORGANIZATION: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____
 OWNERS, PARTNERS AND/OR CORPORATE OFFICERS:

NAME	TITLE	ADDRESS	TELEPHONE

HAVE BEEN IN BUSINESS SINCE _____ TYPE OF BUSINESS _____
 STATE RESALE TAX #: _____ FEDERAL ID #: _____

BANK NAME	BRANCH	ACCOUNT #	TELEPHONE

TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE	FAX

I _____; WE _____ AGREE THAT FOR AND IN CONSIDERATION OF THE EXTENSION OF CREDIT, HEREWITH APPLIED FOR, THAT ANY AMOUNTS NOT PAID WITHIN TERMS SHALL BEAR A SERVICE CHARGE AT THE RATE OF ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH, EIGHTEEN PERCENT (18%) PER ANNUM UNTIL PAID IN FULL (NOT TO EXCEED THE LEGAL LIMIT SET FORTH BY THE FEDERAL RESERVE BANK). APPLICANT FURTHER AGREES TO PAY ALL COST OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY 101 PIPE & CASING CORPORATION IN THE EVENT THAT ALL SUMS DUE, SAID COMPANY, ARE NOT TIMELY PAID.

I/WE PERSONALLY GUARANTEE PAYMENT FOR ALL MATERIALS PURCHASED BY THE ABOVE APPLICANT AND WE GUARANTEE THE ABOVE STATEMENTS TO BE TRUE AND CORRECT.

DATED _____ FIRM NAME _____

SIGNED _____ SS# _____

TITLE _____



101 VERTICAL FABRICATION, INC.

COMPANY NAME _____

CREDIT AGREEMENT. IN CONSIDERATION FOR CREDIT WHICH MAY BE GRANTED, OR WHICH MAY HAVE ALREADY BEEN GRANTED, BY 101 VERTICAL FABRICATION, INC. ("101") TO YOU ("APPLICANT"), IT IS SPECIFICALLY AGREED THAT ALL GOODS SOLD BY 101 TO APPLICANT ARE SOLD AND PURCHASED PURSUANT TO THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF 101'S PRINTED INVOICES. APPLICANT AGREES THAT ALL SALES ARE SUBJECT TO THESE TERMS AND CONDITIONS TO THE EXCLUSION OF ALL OTHERS. IN THE EVENT OF A CONFLICT AMONG THE TERMS AND CONDITIONS IN THE INVOICES, IN THIS AGREEMENT, OR IN ANY OTHER AGREEMENT, THE PROVISIONS MOST FAVORABLE TO 101 SHALL BE CONTROLLING. CURRENT BALANCES SHALL BE PAID AT 101'S FACILITIES AT 30101 AGOURA COURT, SUITE 201, AGOURA HILLS, CALIFORNIA 91301. PAST DUE BALANCES ARE PAYABLE AT 101, C/O GEORGE SYKULSKI, A. PROF. LAW CORP., 16027 VENTURA BLVD., SUITE 503, ENCINO, CALIFORNIA 91436. EXCEPT FOR THE DESCRIPTION OF THE GOODS, NONE OF THE TERMS AND CONDITIONS ON ANY WRITTEN PURCHASE ORDER SUBMITTED BY APPLICANT SHALL BE PART OF THE CONTRACT BETWEEN 101 AND APPLICANT.

PERSONAL GUARANTY. I/WE SIGN THIS CREDIT APPLICATION AND CREDIT AGREEMENT ON BEHALF OF APPLICANT, AND, AS AN INDIVIDUAL(S), JOINTLY AND SEVERALLY, PERSONALLY GUARANTY PAYMENT OF ALL PRESENT AND FUTURE INDEBTEDNESS OF APPLICANT TO 101 AND WAIVE ALL NOTICES FROM 101 AND WAIVE THE RIGHT TO REQUIRE 101 TO PROCEED AGAINST APPLICANT. I/WE ALSO AGREE THAT OUR PERSONAL LIABILITY HEREUNDER SHALL NOT BE DEEMED TO BE RELEASED OR DISCHARGED BY: (I) ANY EXTENSION OF TIME; (II) ANY OTHER MODIFICATION, SUBSTITUTION, SETTLEMENT, SUPPLEMENT OR COMPROMISE GRANTED TO APPLICANT; (III) ANY CHANGE IN THE RELATIONSHIP BETWEEN ME/US AND APPLICANT; OR, (IV) ANY CHANGE WHATSOEVER IN THE BUSINESS RELATIONSHIP BETWEEN 101 AND APPLICANT INCLUDING BUT NOT LIMITED TO ANY CHANGE IN CREDIT TERMS, AMOUNT OF CREDIT, OR AMOUNT OF "TIME-PRICE" OR SERVICE CHARGES ADDED TO PAST DUE ACCOUNTS; (V) BY THE TRANSFER OF NEW OR ADDITIONAL SECURITY BY APPLICANT OR THE UNDERSIGNED TO 101; OR, (VI) BY 101'S FAILURE TO EXERCISE DILIGENCE AGAINST APPLICANT OR AGAINST ANY GUARANTOR. THIS IS AN ABSOLUTE AND CONTINUING GUARANTY.

CERTIFICATION AND NOTICES. I/WE CERTIFY THAT EVERYTHING STATED ON THIS APPLICATION AND STATED ON ANY DOCUMENT ATTACHED TO THIS APPLICATION, BY APPLICANT, IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE. IT SHALL BE CONCLUSIVELY PRESUMED THAT ALL GOODS INVOICED TO APPLICANT BY 101 SHALL BE SOLD IN RELIANCE UPON THE INFORMATION CONTAINED IN, AND/OR ATTACHED TO THIS DOCUMENT. THE LIABILITY CREATED BY THIS DOCUMENT CAN BE LIMITED OR TERMINATED (BY APPLICANT OR BY GUARANTOR) ONLY BY A CLEAR WRITTEN NOTICE SENT BY CERTIFIED, RETURN RECEIPT MAIL, ADDRESSED TO: 101, ATTENTION: CREDIT MANAGER, 30101 AGOURA COURT, SUITE 201, AGOURA HILLS, CALIFORNIA 91301 WITH A COPY TO GEORGE SYKULSKI, A PROF. LAW CORP. AT 3156 ABINGTON DRIVE, BEVERLY HILLS, CALIFORNIA 90210. APPLICANT SPECIFICALLY AUTHORIZES ANY OF ITS SUPPLIERS AND/OR BANKS TO DISCLOSE TO 101 ANY CREDIT INFORMATION REGARDING APPLICANT AND/OR GUARANTOR AS MAY BE REQUESTED BY 101.

PAST DUE ACCOUNTS. ALL ACTIONS, BY OR AGAINST 101, TO COLLECT PAST DUE BALANCES, TO ENFORCE THE PERSONAL GUARANTY, AND/OR ARISING OUT OF RELATED TO THE SALE AND/OR USE OF GOODS SOLD BY 101 TO APPLICANT, MUST BE FILED IN THE VAN NUYS BRANCH OF THE LOS ANGELES MUNICIPAL COURT, IN THE LOS ANGELES SUPERIOR COURT IN VAN NUYS, OR IN THE FEDERAL DISTRICT COURT IN LOS ANGELES. IN THE EVENT OF A DEFAULT IN PAYMENT OF APPLICANT'S ACCOUNT WITH 101, 101 MAY INSTITUTE LEGAL ACTION TO ENFORCE MECHANIC'S LIEN, PAYMENT BOND, STOP NOTICE, OR JOINT CHECK AGREEMENT RIGHTS WITH RESPECT TO GOODS SOLD BY 101 TO APPLICANT AND ADD TO APPLICANT'S ACCOUNT ALL FEES AND COSTS INCURRED AS A RESULT OF SUCH LEGAL ACTION. SUCH COSTS AND FEES MAY BE ADDED TO APPLICANT'S ACCOUNT BEFORE, DURING, OR AT THE CONCLUSION OF THE LITIGATION. FURTHERMORE, IN THE EVENT OF A DEFAULT IN PAYMENT OF APPLICANT'S ACCOUNT WITH 101, 101 SHALL ALSO BE ENTITLED TO: (I) SERVICE CHARGES IN THE AMOUNT OF 1.5% PER MONTH ON ALL PAST DUE BALANCES AND, (II) ATTORNEY FEES IN THE AMOUNT OF 33.3% OF THE PRINCIPAL BALANCE, PLUS ACCRUED SERVICE CHARGES OR, IF A SUIT IS CONCLUDED AFTER APPLICANT FILES AN ANSWER (EVEN IF THE ANSWER IS ALLOWED TO BE FILED BY THE COURT AFTER A DEFAULT HAS BEEN ENTERED AND/OR EVEN IF THE ANSWER IS ULTIMATELY STRICKEN), REASONABLE ATTORNEY FEES INCURRED.

QUOTATIONS. ANY QUOTATIONS GIVEN BY 101 TO APPLICANT SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH ON THIS CREDIT APPLICATION AND ON THE FRONT AND BACK OF 101'S STANDARD INVOICES. ONLY WRITTEN QUOTATIONS ON 101'S QUOTATION SHEETS, SIGNED BY A 101 CREDIT MANAGER OR BY THE PRESIDENT OF 101, SHALL BE BINDING UPON 101. QUOTES SHALL EXPIRE THIRTY DAYS FROM THE DATE OF THE QUOTATION UNLESS OTHERWISE INDICATED ON THE QUOTATION.

FAX. THIS DOCUMENT MAY BE EXECUTED AND TRANSMITTED TO 101 BY FACSIMILE MACHINE AND/OR SCANNED AND STORED ELECTRONICALLY. THE FACSIMILE SO TRANSMITTED TO 101 AND/OR THE ELECTRONICALLY STORED DOCUMENT SHALL BE DEEMED AN ORIGINAL AND THE FACSIMILE SHALL BE BINDING UPON THE UNDERSIGNED UPON ITS RECEIPT BY 101.

DATED:

SIGNATURE (INDIVIDUAL) & TITLE

SIGNATURE (INDIVIDUAL) & TITLE

PRINT NAME

PRINT NAME

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