



**APPLICATION FOR CREDIT**

Please complete this credit application and return by mail or fax to the Credit Department. Credit cannot be extended without it. If exempt from sales tax, include a copy of properly prepared and signed "Exemption Certificate".

**BUSINESS NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**BUSINESS STRUCTURE:** Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ LLC \_\_\_\_

**OWNERS / OFFICERS:** \_\_\_\_\_  
\_\_\_\_\_

**YEARS IN BUSINESS:** \_\_\_\_\_ **PREFERRED CREDIT LIMIT: \$** \_\_\_\_\_

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**TRADE REFERANCES: (Open Accounts Only)**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

  

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

  

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

  

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_



**BANK REFERANCES:**

BANK NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BANK NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BANK NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce **RaynGuard Protective Materials, Inc. (RaynGuard)** to extend credit to the Applicant(s), named herein, and in consideration thereof, the undersigned, and if more than one, each of them, jointly and severally, (hereinafter jointly and severally "Guarantor(s)") unconditionally personally guarantee all obligations of Applicant(s) to **RaynGuard** including but not limited to payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future be owing by the Applicant(s), or any successor thereof, to **RaynGuard**. This is an open, unlimited and continuing guaranty ("Guaranty"). In case of any default in relation to this Guaranty, Guarantor(s) shall pay **RaynGuard's** reasonable attorney fees and costs even if no action is filed. If an action is filed, Guarantor(s) shall pay **RaynGuard's** reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration or trial, and on any appeal, review or reconsideration thereof. This Agreement shall be governed and construed in accordance with the laws of the State of California. Buyer's order is deemed accepted in Sacramento, California. The exclusive Jurisdiction and venue of any legal actions instituted by Buyer or Seller shall be Sacramento County, California.

Signature

Name (Printed)

Date

\_\_\_\_\_  
 \_\_\_\_\_



## TERMS AND CONDITIONS

In consideration of the granting of credit, I/We accept the following terms:

- 1. Terms of Acceptance:** Acceptance by RaynGuard Protective Materials, Inc. (Seller) of \_\_\_\_\_, (Buyer) orders are expressly conditioned upon Buyer's agreement to the terms contained herein. Buyer shall indicate agreement by any one of the following three ways: (a) failing to notify Seller within five (5) days of the receipt of these terms of any objections to the terms contained herein, (b) accepting the goods delivered hereunder ("Goods") or, returning an initialed copy of this form to Seller. These terms constitute the final and entire agreement between Buyer and Seller, superceding any other oral or written agreements, including the provisions of the Buyer's purchase order. Buyer expressly accepts all terms and conditions contained on Sellers acknowledgement and invoice regardless of contrary expressions of Buyer. Buyer agrees that Seller may reserve the right to accept such an order without such acceptance being constituted as an acceptance of terms and conditions contained in Buyer's orders which are contrary to the terms and conditions provided by the Seller. No change or modification of the terms and conditions stated herein shall be made without Sellers written consent, signed by an authorized representative of Seller.
- 2. Terms of Pricing and Payments:** All prices are based on Seller's price in effect at the time of shipment. Assurance of Buyer's ability to pay may be requested and must be furnished to Seller, if requested. Buyer shall pay all taxes applicable to the sale and delivery by Seller or subsequent use by Buyer of such products or services. All terms shall be Net Thirty (30) Days, unless otherwise specified, in writing, by the Seller. Payment of full balance is due in Thirty (30) days from the invoice on all Net Thirty (30) Day Agreements. If Buyer fails to make timely payments, or if, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, suspend shipments pending receipt of payment in advance or other security, satisfactory to Seller, or not accept future orders, in which event unpaid invoices shall become immediately due and payable.
- 3. Remedies:** If any amount is not paid when due, Seller shall have the right, in addition to any other remedy available to it, to charge interest on such overdue amount at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law. In the event of a lawsuit, or other collection proceeding, to collect amounts not paid when due, the prevailing party shall be entitled to recover costs and reasonable attorney's fees. In the event a lawsuit is commenced, and Buyer should want to pay off the amount in full prior to judgment, Seller shall, in addition to principal and interest, be entitled to attorney's fees and costs of suit to that point.
- 4. Lien Information:** Buyer agrees to promptly obtain and furnish to Seller, upon written or oral request, information needed by Seller for proper filing and service of a California Preliminary Twenty (20) Day Notice under the mechanics lien laws.
- 5. Lien Rights:** In addition to any other security given to Seller or that Seller may have, Buyer, to the extent of any monies due for materials furnished by Seller to Buyer to or for a particular project, assigns to Seller any mechanical lien rights pertaining to public or private construction, or against contract proceeds or retainages payable to Buyer in regards to such project. Seller agrees, upon Buyers request, to execute documents and perform any acts necessary or appropriate to perfect or pursue such claims or rights or to permit Buyer to perfect or pursue such claims or rights whether in Seller's name or otherwise. Buyer shall reimburse Seller reasonable costs and legal expenses, including attorney's fees, if incurred by Seller in pursuit of such claims or rights.
- 6. Title:** Except as otherwise provided by written contract, title for materials pass from Seller to Buyer F.O.B. Plant, F.O.B. common carrier, or when delivered by RaynGuard Protective Materials.
- 7. Warranties:** Seller makes no warranties expressed or implied with respect to the goods or the use of the goods or the performance of the goods and makes no warranties of the fitness for a particular purpose or merchantability. Seller neither assumes nor authorizes any person to assume for it, any warranty, expressed or implied.
- 8. Seller's Liability:** In no event shall Seller be liable for consequential, incidental, direct or special damages arising directly or indirectly in respect of such goods or the use or failure thereof, whether based on breach of warranty, negligence, strict liability in tort or otherwise. Buyer's sole and exclusive remedy for any loss incurred hereunder or consequent hereto shall be a refund of the selling price, which refund at Seller's sole discretion, may be affected by a replacement of the goods, a credit with Seller, or a cash refund. It is further agreed and understood that the price of the goods identified hereto is consideration for limiting Seller's liability. No liability shall result from delay in performance or non-performance of this agreement by Seller due to any cause beyond Seller's control. In the event of a stoppage or delay resulting from any such cause, Seller may fill other parts of the order as it is capable of filling on schedule and in the event the Buyer places any other part of the order elsewhere, Seller shall be entitled to fill the unplaced portion. No action or suit to enforce Buyer's rights or remedies arising from this sale shall be commenced later than one year from the date hereof.
- 9. Technical Advice:** Unless otherwise specifically agreed in writing neither Seller nor any representative of Seller is responsible for application or supervision of application of the Goods. Any supervisory or technical advice or assistance furnished other than pursuant to such written agreement is furnished gratis, and Seller assumes no obligation or liability for any supervision, advice or assistance given or results obtained.



10. **Claims:** Buyer shall inspect and test the Goods promptly after receipt and before use within three (3) days following receipt shall give Seller detailed, written notice of all claims of any kind in respect to the Goods. Failure to give such notice shall constitute irrevocable acceptance of the Goods. All Goods claimed as nonconforming for whatever reason shall be properly protected and held intact by Buyer until settlement is made.
11. **Indemnification:** Buyer shall be entirely responsible for the manner in which any materials purchased are used or modified by Buyer. Buyer agrees to indemnify, hold harmless, and defend Seller from and against all liability and expenses based upon bodily injury, property damage, or economic loss, arising directly or indirectly, in respect of such Goods or the use or failure thereof, as are caused by the negligent or intentional actions or omissions of the Buyer, Buyer's agents, or employees.
12. **Delivery:** Shipments hereunder may be installments or in a single lot. All Goods sold to the Buyer shall be delivered in accordance with the shipping terms set forth on Seller's acknowledgement and invoice. All claims of Buyer for loss or damage in transit must be filed against the carrier by Buyer. Specific shipping dates when shown are deemed to be appropriate. Except as otherwise stated on Seller's invoice, Buyer shall pay all freight, transportation, demurrage and insurance charges with respect to the Goods or the use or failure thereof, as are caused by the negligent acts or omission of the Buyer.
13. **Taxes:** Seller will charge California sales tax on all Goods purchased by Buyer unless, (A) sales to Buyer are exempt from California sales tax, or (B) Buyer timely furnishes Seller a properly prepared Resale Certificate acknowledging that Buyer is purchasing Goods for resale and not for Buyer's own use. Notwithstanding the above, Buyer agrees to immediately remit to Seller any and all State, local, or municipal sales, use, or transfer taxes imposed on Seller as a result of any sales by Seller to Buyer. Buyer agrees to immediately remit any and all state, local, or municipal sales, use, or transfer taxes imposed on Buyer, at Buyers locale, as a result of Buyer's purchase of Goods from Seller.
14. **Collection:** Buyer shall make payments without expense to Seller and shall pay any attorney's fees and other costs of collections incurred by Seller. If Buyer fails with respect to this or any other agreement with Seller to pay any invoice when due or to accept any shipment as scheduled, or should Seller know or have cause to believe that Buyer is or will be unable to discharge Buyer's obligations, Seller may without prejudice or other remedies recall, countermand, or divert any shipment to Buyer and re-vest title in Seller, defer further shipments, and/or terminate the Agreement.
15. **Payments:** All payments by Buyer shall be made to RaynGuard Protective Materials, inc. at its principal place of business, 8280 14<sup>th</sup> Ave, Sacramento, CA 95826. A fee of \$35 will be charged on all returned checks.
16. **Successors and Assigns:** This agreement shall bind and insure to the benefit of the successors and assigns of the parties hereto. This agreement is not assignable or transferable by Buyer in whole or part except upon written consent of Seller.
17. **Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Buyer's order is deemed accepted in Sacramento, California. The exclusive Jurisdiction and venue of any legal actions instituted by Buyer or Seller shall be Sacramento County, California, regardless of the location of Buyer's residence.
18. **Other:** If any provision of the Agreement shall be held invalid, illegal, unenforceable or inoperative, the balance of the Agreement shall remain in full force and effect as if such provision had not been included. The enumeration herein of certain rights does not exclude Seller from asserting other rights which are available at law or equity.

**It is hereby certified that the aforementioned information is true and correct to the best of my/our knowledge. If credit is approved, I/We agree to the terms and conditions stated on this application. This hereby authorizes the firm, to whom this application is made to verify information on our company, including requesting reports from any commercial or consumer-reporting agency.**

**Main Billing Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce RaynGuard Protective Materials, Inc. to extend credit to the Applicant(s), named herein, and in consideration thereof, the undersigned, and if more than one, each of them, jointly and severally, (hereinafter jointly and severally "Guarantor(s)") unconditionally personally guarantee all obligations of Applicant(s) to RaynGuard Protective Materials, Inc. including but not limited to payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future be owing by the Applicant(s), or any successor thereof, to RaynGuard Protective Materials, Inc.. This is an open, unlimited and continuing guaranty ("Guaranty"). In case of any default in relation to this Guaranty, Guarantor(s) shall pay RaynGuard Protective Materials, Inc.'s reasonable attorney fees and costs even if no action is filed. If an action is filed Guarantor(s) shall pay RaynGuard Protective Materials, Inc.'s reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration or trial, and on any appeal, review or reconsideration thereof. Jurisdiction for any action may, at the sole option of RaynGuard Protective Materials, Inc., be the courts of the State of California with venue in Sacramento County. Guarantor(s) consent to such jurisdiction and venue. This Agreement shall be governed by and construed in accordance with California law without resort to its principles on conflict of laws.

**By signing here you agree to ALL THE TERMS OF THIS AGREEMENT ON YOUR OWN PERSONAL BEHALF.**

Signature (personally)

Name

Date

\_\_\_\_\_  
\_\_\_\_\_