



**APPLICATION FOR COMMERCIAL CREDIT**

E-mail or fax completed Application to:  
credit@slakey.com or 916-478-2008

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

Tax ID #	Phone #	Fax #
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Business Name			
Billing Address		City	State Zip
Shipping Address <i>(if multiple locations, include on separate sheet)</i>		City	State Zip
Accounts Payable Contact Name	E-mail Address	Phone #	Fax #

Invoice/ Statement Delivery Option (*Pick One*):  Fax  E-mail  Mail  Invoice Gateway

Enter fax # or up to 3 e-mail addresses: \_\_\_\_\_  
\_\_\_\_\_

Invoices/ Statements will be mailed unless one of the faster delivery options above is chosen. If you choose the e-mail or online invoice retrieval option, add invoices@slakey.com to your safe senders list to prevent your fire-wall or spam software from allowing the e-mail to be delivered to you. The "**Invoice Gateway**" option will send you an e-mail advising you to go to our secure website to view, print, or download your invoices/ statements.

Contractor's Lic. Classification	State Held	License #	Expiration Date	Current Fiscal Yr Sales Volume \$	Previous Fiscal Yr Sales Volume \$	Estimated monthly purchases from Slakey \$	Date Business Started:	Current Owners Since:

Has this Business or any Owner or Principal filed a Bankruptcy Petition?  Yes  No

Please indicate if you would like promotional material sent via e-mail: E-mail address:  Yes  No

Date	Case #	Disposition

Sales Tax Status (If resale, attach copy of resale certificate) <input type="radio"/> Resale <input type="radio"/> Taxable	Do you buy materials on a job basis? <input type="radio"/> Yes <input type="radio"/> No	Are Purchase Order Numbers Required? <input type="radio"/> Yes <input type="radio"/> No
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Ownership: <input type="radio"/> Corporation <input type="radio"/> Limited Liability Co. <input type="radio"/> Proprietorship <input type="radio"/> Partnership	
Full Name & Title	Address
Cell Phone # & E-mail Address	City, State, Zip
Full Name & Title	Address
Cell Phone # & E-mail Address	City, State, Zip
Full Name & Title	Address
Cell Phone # & E-mail Address	City, State, Zip

**Supplier References:**

List below suppliers you have open accounts with.

	Supplier Name	City/State	High Credit	Telephone #	Fax #
1.					
2.					
3.					
4.					

Bank Reference: Phone # \_\_\_\_\_ Account Numbers: \_\_\_\_\_

Bank Name	Address	City, State, Zip
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Checking     Savings     Credit Line    \$ \_\_\_\_\_

Branch Location closest to you: (Please check one)

- |                                      |                                    |                                       |                                       |                                   |                                     |   |
|--------------------------------------|------------------------------------|---------------------------------------|---------------------------------------|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Bakersfield | <input type="checkbox"/> Elk Grove | <input type="checkbox"/> Grass Valley | <input type="checkbox"/> Medford, OR  | <input type="checkbox"/> Redding  | <input type="checkbox"/> Sand City  | <input type="checkbox"/> So San Francisco |
| <input type="checkbox"/> Chico       | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Hayward      | <input type="checkbox"/> Modesto      | <input type="checkbox"/> Reno, NV | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Stockton         |
| <input type="checkbox"/> Concord     | <input type="checkbox"/> Fresno    | <input type="checkbox"/> Jackson      | <input type="checkbox"/> N. Highlands | <input type="checkbox"/> Salinas  | <input type="checkbox"/> Santa Rosa | <input type="checkbox"/> Yuba City        |

I understand the information furnished to Slakey Brothers, Inc. ("Slakey") is for the purpose of obtaining credit and hereby authorize Slakey to obtain reports on the Applicant(s) or its principal(s) or Guarantor's from banks, lending institutions, consumer reporting agencies, credit associations as well as authorize the same or others persons to discuss with or to release all information they may have pertaining to my credit, financial dealings or transactions, or other similar information to Slakey. All statements herein are true and accurate to the best of my knowledge. I have read, understand and agree to the Terms and Conditions of Sale within this application which shall apply to all sales Slakey may make pursuant to this application. I further understand that Slakey may amend or modify these Terms and Conditions of Sale by notifying the applicant. Applicant's subsequent submittal to Slakey of a purchase order or applicant's acceptance of goods will operate as applicants acceptance of Slakey's amended or modified Terms and Conditions of Sale.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title (Authorized Officer): \_\_\_\_\_

**Personal Guarantee**

In consideration of Slakey Brothers, Inc. extending credit to the foregoing applicant ("Applicant"). the undersigned (collectively, "we", "us" or "our") jointly and severally guarantee(s) the payment promptly when due of all obligations of the Applicant to you, including payment for all goods and services that you have or may sell Applicant and any collection, interest or late charges. We waive presentment and demand for payment, protest and notice of non-payment and we subordinate to any right you may now or hereafter have against Applicant and waive notice of acceptance hereof. We consent that you may, without affecting our liability, compromise or release and grant extensions of time of payment to Applicant. You may proceed against us without first proceeding against Applicant or any security or any other remedy, and we consent to the transfer to you of security by Applicant. We agree to pay all collection fees and costs (including attorney's fees) in the event collection becomes necessary or convenient and whether or not litigation is instituted. This guarantee shall not be discharged or affected by the death of any of the undersigned and shall bind our respective heirs, administrators, representatives, successors and assignees. This is a continuing guaranty and shall remain in full force and effect until written revocation is delivered to Slakey Brothers, Inc.. Such revocation shall only affect the indebtedness thereafter incurred and shall only affect the person giving said notice.

Signature - Guarantor	Date
Print Name	
Home/ Cell Number	
Social Security Number	
Home address (Street)	
City, State, Zip	

Signature - Guarantor	Date
Print Name	
Home/ Cell Number	
Social Security Number	
Home address (Street)	
City, State, Zip	

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the "Terms") apply to all quotations and sales by Slakey Brothers, Inc ("Seller") of products, materials, services, components, and accessories (collectively, "Products"). No terms or conditions other than those stated in these terms, and no agreement or understanding, oral or written, purporting to modify these Terms, whether contained in a purchaser's purchase forms or elsewhere, will be binding on Seller unless signed by an authorized executive manager of Seller. The purchaser ("Purchaser") consents to these Terms for all Products.

1. **Communication** - Purchaser agrees to receive communication from Seller via e-mail, text, facsimiles, mail, telephone and cell-phone.
2. **Indemnification** - Purchaser agrees to indemnify, defend, and hold harmless, Seller, its affiliates, and their officers, directors, employees and representatives from and against any and all claims and liability for injuries or loss to persons or property, or fines, or other damages, including all costs, expenses, legal and otherwise, arising from or relating to in whole or in part any use or possession of Products sold hereunder, or any fraud, misrepresentation, negligent act, negligent failure to act (including the failure to properly store or handle Product), gross negligence, or violation of statute or government regulation, by Purchaser.
3. **Insurance** - Purchaser will maintain insurance coverage in the amounts required by applicable laws and appropriate for the projects undertaken by Purchaser. Upon request, Purchaser will provide Seller a certificate evidencing such coverage.
4. **Limitation of liability** - Seller's liability arising from claims relating to the design, sale, handling or use of products, whether based on contract, tort (including, without limitation, negligence and strict liability), warranty or any other legal theory, will be limited to the purchase price of the product(s). Notwithstanding anything in these terms or elsewhere to the contrary, in no event will seller be liable for any consequential or incidental damages (including, without limitation, any claim for delay, loss of efficiency, impact, loss of production or lost profits) or liability incurred by purchaser with respect to any products furnished or to be furnished by seller.
5. **Limitation Period** - No claim, cause of action, or suit relating to an order or these Terms shall be brought by Purchaser against Seller after the expiration of one year from the date of delivery of Products. This provision shall not be construed reciprocally against Seller in any action or suit brought by Seller against Purchaser.
6. **Miscellaneous** - The construction, interpretation and performance of this order and all transactions hereunder shall be governed by the laws of the State of California without regard to its choice of law principles. If an action is brought to enforce these terms, the prevailing party shall recover reasonable costs, including attorney's fees, plus costs of collection. Any action to enforce this agreement shall be brought in Sacramento County, California.
7. **Non-Waiver** - Seller's failure to assert any rights or remedies available under these Terms or otherwise shall not be deemed to be a waiver of any other right or remedy under an order.
8. **Payment** -
  - (a) Subject to Seller's Credit Department approval in each case, payment will be made in compliance with Sellers payment terms and will not be subject to retainage of any description. All payments not made when due shall incur a finance charge of 1.5% per month from the due date. If suit is brought by Seller to enforce these Terms, Purchaser will pay reasonable attorneys' fees to Seller, plus other costs of collection.
  - (b) If, in the sole judgment of Seller, it appears that Purchaser may not be able to make payment when due, or if Purchaser otherwise has not made payment to Seller as required under a different order, Seller shall have the right to suspend shipment or delivery of Products.
  - (c) All orders are subject to current Seller's credit approval. From time to time, Seller may review Purchaser's creditworthiness. Seller reserves the right before making any delivery to require payment in cash or additional security for payment. If Purchaser fails to comply with the requirements of this Section 2, Seller may terminate the order.
  - (d) Failure to timely pay any invoice will constitute a waiver of any and all causes of action, including future causes of action, whether known or unknown, including, but not limited to, indemnity and contribution, arising from or related to an order.
9. **Price** - Prices for Products will be based on the price applicable at the time of the order and are subject to change without notice to conform to changes in price between the time of the order and the time of shipment. The freight, delivery and handling charges shown on the invoice may include an additional handling charge and/or may not reflect the actual cost of shipping the Products. Purchaser will pay all applicable taxes.
10. **Returns** - Seller will accept the return for credit of regularly stocked Product of the current model in clean, unused and undamaged condition with original packaging and all original parts ("Returns") without a restocking or handling charge; otherwise, Product may be subject up to a 25% restocking or handling charge. All non-stock or special ordered returns are subject to Manufacturer's approval and are subject to all Manufacturers' restock and handling charges plus a 10% restocking fee to cover Sellers costs of handling. Inbound and outbound freight will be deducted and any e-sales credit will be charged back.
11. **Risk of Loss and Title** - Title to Products, together with the replacement and additions to the Products, remains with Seller until all amounts due to Seller are fully paid. If title passes to Purchaser, Purchaser grants to Seller a purchase money security interest in the Products purchased by Purchaser, together with any replacement or additions to the Products, until the purchase price is fully paid and all other obligations of Purchaser are satisfied. Purchaser's grant of a Purchase Money Security Interest extends to all repossessions, returns, and all proceeds the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, general intangibles, and supporting obligations which may from time to time hereafter come into existence. Risk of loss to the Product(s) purchased pass to Purchaser at the earlier of the time they (i) are duly delivered to the carrier or (ii) are duly tendered to Purchaser for delivery.
12. **Severance, Assignment, No Agency Relationship and No Third Party Beneficiaries** - In the event that any provision of these Terms is deemed illegal, unenforceable, or null and void, all remaining provisions shall remain in full force and effect. Purchaser may not assign its rights or interest or delegate its duties under an order without the prior written consent of Seller. It is understood that Purchaser is an independent contractor and that no agency relationship at law or in fact exists between Purchaser and Seller. It is further understood that neither Seller nor Purchaser intend for this order to benefit any third party or class of persons and there are no intended third party beneficiaries to this order.
13. **Shipment** -
  - (a) Consistent with industry standard custom and practice, Seller will deliver the goods to the specified address even if there is no one there to sign for them, unless Purchaser instructs Seller otherwise in writing. Purchaser agrees to pay all costs of delivery or redelivery.
  - (b) Purchaser shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. Claims not received in writing within the time specified are waived by Purchaser.
  - (c) Delivery dates given by seller are estimates. Seller shall not be responsible for failure or delay in delivery. Purchaser waives any claims for damages arising from delays in delivery, regardless of the cause.
14. **Specifications** - Purchaser agrees that all orders accepted by Seller constitute the exclusive statement of the specifications for the Products. Seller assumes that the Products described therein are in all respects the Products required by Purchaser and its customer, and Purchaser bears the sole responsibility for assuring compliance with all applicable building codes and correcting any nonconformity between the specifications appearing in the order accepted by Seller and the Products required in fact by Purchaser's customer.
15. **Statutory Liens** - At Seller's request, Purchaser will take all actions necessary to obtain statutory liens or security interests for the materials sold hereunder for the benefit of Seller. Purchaser will take no action that will compromise, prejudice, or remove a statutory lien or security interest obtained by or for Seller.
16. **Warranty** - The Purchaser's sole and exclusive warranty on any Products are those that are provided by the Product's manufacturer. This warranty does not apply to Products that have been subject to mishandling, misuse, neglect, improper assembly, alteration or repair by Purchaser or the customer of Purchaser. Seller will have no liability for any noncompliance with any building codes that may apply to the Products as used by Purchaser or Purchaser's customers. There are no guaranties or warranties, whether oral, in writing, expressed or implied by operation of law or otherwise, including any warranty of merchantability or any implied warranty of fitness for a particular purpose.