



THOMPSON CONSTRUCTION SUPPLY
1169 SHERBORN ST.
CORONA, CA 92879
(951) 284-2020 FAX (951) 284-1400

THANK YOU FOR CHOOSING THOMPSON CONSTRUCTION SUPPLY!

Please read and complete the enclosed application in its entirety leaving any portion blank may delay the application process. Once completed, return the original to the address listed at the top of this page.

All information will be kept in the strictest confidence. We do not share your information with any outside company for any marketing purposes. Should you have any questions, please contact our credit department at the telephone number on the top of this page.

PRIMARY INFORMATION

Name of Company or Individual _____ Telephone: (_____) _____

Legal Fictitious Name _____ Fax: (_____) _____

Address _____

City, State & Zip Code _____

Billing Address (if different from above) _____

City/State/Zip _____

How long have you been at this address? _____ # Years Do you rent/lease this location or do you own? RENT/LEASE OWN

Have you done business with a Thompson company in the past under a different name? If so, what name? _____

Have you ever filed bankruptcy? YES NO If yes, please explain _____

Have you / Principals / Officers / ever been party to a lawsuit or litigation due to non-payment? NO YES If yes, please explain _____

FOR INTERNAL USE ONLY				
CREDIT APPROVED		CREDIT DECLINED		DATE
NET 10 TH		PRELIM REQUIRED		CREDIT LIMIT
PRICING LEVEL				
MANAGER APPROVAL		ACCOUNT #		

TYPE OF BUSINESS ENTITY

Sole Proprietorship [] Partnership [] Corporation [] State _____ FEIN or SSN _____
 Contractor's License # _____ Year Issued _____
 Purchases subject to Sales Tax? YES NO If no, please attach resale certificate to application Resale # _____

LIST ALL OWNERS, OFFICERS OR GENERAL PARTNERS

1. Name: _____ Title: _____ SSN _____
 Address: _____ Driver Lic. # _____
 City/State/Zip _____
 Telephone: (_____) _____ Fax: (_____) _____ Email: _____

2. Name: _____ Title: _____ SSN _____
 Address: _____ Driver Lic. # _____
 City/State/Zip _____
 Telephone: (_____) _____ Fax: (_____) _____ Email: _____

3. Name: _____ Title: _____ SSN _____
 Address: _____ Driver Lic. # _____
 City/State/Zip _____
 Telephone: (_____) _____ Fax: (_____) _____ Email: _____

AUTHORIZATION LIST

Do you require purchase orders for building materials? YES NO Do you require purchase orders for building materials? YES NO
 Do you require Job Numbers on your invoice? YES NO Do you have an authorized buyers list? YES NO

If you require an authorized buyer's list, please supply a list of names of people authorized to place an order and/or sign for goods and material:

1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____
 7. _____ 8. _____ 9. _____

BANK REFERENCES

1. Name: _____ Telephone: (_____) _____
 Address: _____ Fax: (_____) _____
 City/State/Zip _____
 Bank Contact Person _____ Checking / Savings Account Number _____

2. Name: _____ Telephone: (_____) _____
 Address: _____ Fax: (_____) _____
 City/State/Zip _____
 Bank Contact Person _____ Checking / Savings Account Number _____

TRADE REFERENCES (List only active vendors, no credit cards)

1. Name: _____ Telephone: (_____) _____

Address: _____ Fax: (_____) _____

City/State/Zip _____ Date Opened _____ Current Balance _____

2. Name: _____ Telephone: (_____) _____

Address: _____ Fax: (_____) _____

City/State/Zip _____ Date Opened _____ Current Balance _____

3. Name: _____ Telephone: (_____) _____

Address: _____ Fax: (_____) _____

City/State/Zip _____ Date Opened _____ Current Balance _____

AUTHORIZATION TO CHECK CREDIT HISTORY

The undersigned has applied to Thompson for credit. It is understood and agreed that the undersigned specifically authorizes Thompson to verify credit and references utilizing any and all credit reporting services collectively and individually for the purpose of extending credit.

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

ACCOUNT AGREEMENT

It is basic to this agreement that either party may cancel and terminate credit privileges at will and any time. All balances and/or money due must be paid within 10 working days of canceling credit privileges. Past due invoices will be subject to a liquidated damage or interest charge of 1 ½% each month they are past due, or the highest rate allowed by law. Upon a change in principals or the legal identity of the company, applicant will give written notice 15 days prior to the change to the credit department. The person(s) signing hereunder certify all of the information provided by buyer is true and correct and agree to all the terms and condition herein. If for any reason original signatures are not received from the buyer, it is agreed by the applicant that a copy (faxed and/or photo) will be legally binding.

Applicant (s) executed this Agreement this _____ day of _____ 20_____

IF CORPORATION (must be signed by 2 (two) duly authorized officers)

1. Name: _____ Signature: _____ Title: _____

2. Name: _____ Signature: _____ Title: _____

IF INDIVIDUAL OR SOLE PROPRIETORSHIP

1. Name: _____ Signature: _____ Title: _____

IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP (must be signed by all general partners)

1. Name: _____ Signature: _____ Title: _____

2. Name: _____ Signature: _____ Title: _____

CONTINUING PERSONAL GUARANTEE

The undersigned for the consideration hereby personally guarantees collectively and individually the full amount immediate prompt payment to Thompson, including any assumed name or fictitious name or trade under which it trades or does business, all indebtedness heretofore or hereafter incurred by _____ (Name of Company or Individual). This guarantee shall not be demand that Thompson proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice to Thompson by certified mail. Any revocation, including the principal amount, interest, cost and actual attorney's fees as shall be incurred under this contract of guaranty and under any contract evidencing the indebtedness guaranteed herein.

The undersigned does hereby agree to the terms of credit, liquidation charges, and further hereby guarantees all indebtedness and waives all Homestead Exemption laws. The undersigned does hereby state that the information in this application is true and correct, and can be relied on by Thompson.

Name: _____ Signature: _____ Date: _____

TERMS AND CONDITIONS OF SALE

PLEASE READ COMPLETELY

The following Standard Terms and Conditions shall cover all sales, offers, catalogs, proposals, and/or quotes between you the ("Buyer") and our company the ("Seller").

PAYMENT TERMS: Buyer's payment for goods is due when the order is placed unless arrangements for credit have been previously made and approved by the Seller. Credit terms are Net 10th prox. unless Seller at its sole discretion grants other credit terms. If Buyer fails to pay Seller's invoice pursuant to the terms hereof or any other terms granted to Buyer, Seller may cancel all Buyer's pending orders, terminate all credit privileges, discontinue shipping any jobs in progress, and demand payment in full of any money's owed prior to any future sales. Buyer also agrees to pay monthly service charges equal to the highest legal annual interest rate on all outstanding balances as liquidated damages.

SECURITY: Buyer hereby grants to Seller a security interest in all goods purchased from Seller until the purchase price has been paid in full. Upon Seller's request, Buyer shall immediately provide Seller with an executed UCC-1 Financing Statement or other documents necessary to perfect Seller's security interest in the event Buyer fails to make payments when due. Seller also reserves the right to take repossession and title to said materials, in addition to any rights and remedies of a secured party under the Uniform Commercial Code adopted by the State of California as effective and in force on the date of the invoice, all of which (rights and remedies) shall be cumulative, and non-exclusive, to the extent permitted by law.

RETURN POLICY: Unless otherwise stated in writing on the invoice, goods are not returnable.

PRICE POLICY: All prices and discounts are subject to change without notice.

RISK OF LOSS: All goods are specified to be sold FOB Seller's location. Buyer shall bear the risk of loss, damage, injury, and/or liability associated with the transportation and placement of said materials, and in no case will Seller be held responsible for demurrage, shortages, or storage charges at destination.

NO EXPRESSED OR IMPLIED WARRANTIES: There are no warranties of any kind, either promissory or independently imposed by law, whether based on promises, express representations, tacit representations, descriptions or other grounds whatsoever, whether statutory or otherwise, extending beyond the description of the goods sold hereunder. Buyer expressly waives any warranties provided by law, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Buyer waives all claims for breach of warranty. Buyer also waives all claims for failure of the goods sold hereunder unless such claim is made in writing and delivered to the Seller within ten (10) days after receipt of goods. Under no circumstances shall Seller be liable to Buyer for special, consequential, incidental, loss of profit, or anticipated profit, loss of business, or anticipated business, or punitive damages. Seller's liability is limited to replacing or issuing credit (at Seller's sole discretion) to Buyer. Buyer agrees to defend and agrees to indemnify and hold Seller harmless from any and all liability whatsoever which may arise from the use or non-use of the Buyer or by others of the goods sold hereunder, whether used singly or in a combination with other goods and/or materials.

RIGHT TO CURE: In the event of a timely claim, Seller reserves the right to cure any alleged claim within a commercially reasonable time from the date notice is received. Buyer assumes and agrees to defend, indemnify and hold Seller harmless from any and all liability whatsoever which may arise from the use, non-use, or foreseeable misuse by the Buyer or by others of the goods sold hereunder, whether used singly or in a combination with other materials.

DELIVERIES: Seller shall not be responsible for delays in shipment, or non-shipment, or delays in delivery, or non-delivery of a part, or all of the goods arising from factors outside Seller's control. When delay results from such cause in part or in whole, Buyer is nevertheless, to accept later shipment and/or delivery and in event of non-shipment, or non-delivery, this invoice shall be void to the extent of the quantity not shipped or not delivered. If, after the date hereof and prior to the complete performance, government price, propriety, rationing, or other restrictive regulations should be instituted affecting the price or distribution of the product sold hereby or the commodities or raw material from which said are processed, Seller may, at its option, cancel a contract and any related purchase order or any undelivered portions thereof upon notice to Buyer.

PATENTS: Buyer agrees to defend and indemnify Seller, and hold Seller harmless from all suits, actions, or proceedings in which Seller is made a defendant for actual or alleged infringement of any copyright, trademark or U.S. or foreign patent resulting from Seller's design, manufacture, labeling of and/or printing on the goods sold herein which Buyer acknowledges, are manufactured in accordance to Buyer's specifications.

ARBITRATION: Any controversy or claim arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

ATTORNEY'S FEES: Notwithstanding any provision in this agreement to the contrary in the event of any action or proceeding brought on account of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs from the unsuccessful party in addition to any and all other relief which the prevailing party may be entitled.

GOVERNING LAW AND VENUE: This agreement shall be governed by and construed under the laws of the State of California. Buyer agrees that in the event of any action or proceeding brought hereunder, the County of Orange, State of California shall, at Seller's exclusive option, be the appropriate forum and venue. Buyer hereby waives any right to select an alternative forum and/or venue. Notwithstanding the foregoing, Seller, at his sole option, reserves the right to institute action in any forum of proper jurisdiction.

MISCELLANEOUS TERMS: This Agreement sets forth the entire understanding between the parties relative to the subject matter of this Agreement. The terms of the Agreement shall not be cancelled, modified, superseded, varied or affected by any purchase orders, documents, or other writings submitted by Buyer to Seller unless there is a written overriding agreement signed by both parties. The provisions of the Agreement shall be incorporated into each invoice submitted by Seller to Buyer. If there is a conflict between the terms of this Agreement and any other document, including purchase orders, invoices, and other documents exchanged between the parties hereto, the parties agree that the terms and conditions stated herein shall control and govern the relationship of the parties. If any part of the Agreement is deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.