

JOHNSTONE SUPPLY

www.johnstonecentral.com

5658 E Clinton Ave Fresno, CA 93727 559-237-9000 Tel. 559-237-8231 Fax	2130 V Street Bakersfield, CA 93301 661-861-1100 Tel. 661-861-1877 Fax	1755 Grogan Ave Merced, CA 95341 209-386-1000 Tel. 209-386-1005 Fax	751 N Elko St Visalia, CA 93291 559-802-1160 Tel. 559-802-1164 Fax	1335 Dayton St. #A Salinas, CA 93901 831-757-9000 Tel. 831-757-9271 Fax	7066 Las Positas Rd, D Livermore, CA 94551 925-667-4670 Tel. 925-667-4680 Fax
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BUSINESS INFORMATION		PLEASE CIRCLE: SINGLE LOCATION BRANCH HEADQUARTERS			
LEGAL BUSINESS NAME		TYPE OF OWNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION			
DBA		TYPE OF BUSINESS		If Trade: <input type="checkbox"/> New Constr. Install Repair & Maintenance	
BUSINESS BILLING ADDRESS		<input type="checkbox"/> Trade <input type="checkbox"/> Commerical		Focus: <input type="checkbox"/> Residential <input type="checkbox"/> Light Commerical <input type="checkbox"/> Refrigeration <input type="checkbox"/> Plumbing <input type="checkbox"/> Mechanical	
CITY STATE ZIP		<input type="checkbox"/> Education <input type="checkbox"/> Government			
BUSINESS STREET ADDRESS		<input type="checkbox"/> Other _____			
CITY STATE ZIP					
PHONE NUMBER	FAX NUMBER	WEBSITE ADDRESS		CONTRACTOR'S LIC. TYPE _____ NO. _____	
DUNS NUMBER	FEDERAL TAX ID #	STATE TAX ID #	SALES TAX TO BE PAID? IF "NO" COMPLETE RESALE CARD. <input type="checkbox"/> YES <input type="checkbox"/> NO		YEAR EST.
A/P PHONE NUMBER	A/P CONTACT PERSON		ARE PURCHASE ORDER NUMBERS REQ'D? <input type="checkbox"/> YES <input type="checkbox"/> NO		NO. OF EMPS.
A/P EMAIL		TOTAL HVACR ANNUAL PURCHASES		CREDIT LIMIT REQUESTED	
EPA CERTIFIED IF YES, PLEASE ATTACH COPIES OF EPA CARDS <input type="checkbox"/> YES <input type="checkbox"/> NO		SIC CODE	NO. OF TECHS	NO. OF INSTALL TRUCKS	
AUTHORIZED BUYERS WITH DRIVER'S LICENSE NUMBERS & EPA CERTIFICATION WHERE APPLICABLE ATTACH SEPARATE LIST IF NECESSARY					
Name:		Phone:	Email:		
Name:		Phone:	Email:		
Name:		Phone:	Email:		
OWNERSHIP INFORMATION					
OWNER / OFFICER	SOC. SEC. NO.	TITLE	HOME ADDRESS	HOME PHONE NO.	
CREDIT INFORMATION					
BANK / SAVINGS & LOAN	BRANCH ADDRESS	ACCOUNT NUMBER	PHONE NUMBER		
CREDIT REFERENCES		(LOCAL MATERIAL SUPPLIERS PREFERRED)			
NAME	FAX NUMBER	ANNUAL VOLUME			
GENERAL INFORMATION					
HOW DID YOU LEARN OF OUR COMPANY?					
ARE THERE ANY SUITS OR UNPAID JUDGEMENTS AGAINST YOU? IF YES, PLEASE EXPLAIN. <input type="checkbox"/> YES <input type="checkbox"/> NO					
HAVE YOU OR YOUR SPOUSE EVER FILED BANKRUPTCY? IF YES, PLEASE EXPLAIN. <input type="checkbox"/> YES <input type="checkbox"/> NO					

JOHNSTONE SUPPLY FRESNO, SALINAS, MERCED, VISALIA, BAKERSFIELD, LIVERMORE

SALES POLICY

Johnstone Supply sells wholesale to the service industry. The following forms of identification are required to establish a wholesale purchasing account and must be attached to this credit application before it will be considered: copy of current business license, copy of current contractors license, resale certificate (if applicable), and/or any other registration pertinent to your business.

CREDIT TERMS AND CONDITIONS

It is agreed between Applicant and JOHNSTONE SUPPLY (hereinafter called "Company") that any sales or extension of credit by Company to Applicant shall be subject to the following terms and conditions in addition to those contained on any invoices:

1. Unless otherwise stated, no cash discount may be deducted. Payment terms are Net 10th Prox. Applicant and Company agree that it would be difficult, inconvenient, and not feasible, to accurately assess the loss to Company in the event of a breach or default by Applicant. Therefore, it is agreed as a condition of sale, all invoices are subject to liquidated damages of 1 1/2% per month on all invoices past due, or a minimum of \$1.50, (whichever is greater); and that said amount is reasonable in light of the anticipated or actual harm caused by the default or breach by Applicant. These terms and conditions shall govern all future sales of goods and extensions of credit to Applicant. Any provisions or terms in Applicant's purchase orders, invoices, or other purchase documents which are contrary or inconsistent with these terms and conditions are invalid and are superceded by these terms and conditions. These terms and conditions shall not be modified or changed in any manner except upon the written consent of an officer of the Company.
2. In the event any part of any sum owing from Applicant to Company becomes past due, or any term of credit or purchase has not been met as agreed, then all sums owing to Company whether or not then due, shall thereupon become due and payable in full at the option of Company. Company shall also, at its option, have the right to discontinue any further sales or extensions of credit to Applicant. Waiver of one default shall not be deemed a waiver of any other default or breach by Applicant.
3. All transferable warranties made to Company by the manufacturers of the goods shall be made available to Applicant. Company makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fitness for purpose. Company's liability shall be limited to either the replacement of the goods or refund of the purchase price and in no case shall Company be liable for incidental, consequential, or liquidated damages.
4. This agreement shall be deemed accepted and performed in Fresno County, California. The parties agree that any disputes under this agreement shall be exclusively submitted to the courts of Fresno County for decision. In the event of default under terms and conditions hereof, Applicant agrees to pay Company's costs and expenses of collection, litigation, or arbitration, including reasonable attorney's fees, court costs, and expert and consultant's fees.
5. The undersigned officer, principle, partner, or authorized representative of Applicant is expressly authorized to enter into this agreement on behalf of the Applicant.
6. The Federal Equal Credit Opportunity Act prohibits credit grantors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit grantor is the Federal Trade Commission.

Executed this _____ day of _____, 20____, at _____, California.

X _____
Signature of Principal, Officer, or Partner Title Home Address

(Print or type name) Home Telephone

GUARANTEE

For valuable consideration, receipt of which is hereby acknowledged by the undersigned, and in order to induce Company to extend credit to Applicant, the undersigned agree to, and do hereby, personally guarantee, jointly and severally, the prompt payment to Company of any present or future indebtedness whatsoever of Applicant to Company for goods supplied by Company to Applicant, including liquidated damages, interest, and costs and expenses of collection, litigation, or arbitration (including attorney's fees), whether or not Company proceeds against Applicant for the same. This Guaranty shall continue indefinitely until revoked in writing by the undersigned by registered or certified mail to Company; and thereafter, the undersigned shall not be liable for any indebtedness incurred by Applicant after the effective date of revocation. Liability of any guarantor hereunder shall not be affected by Company granting Applicant or any other guarantor hereunder any renewal or extension of credit, any alteration or compromise in the terms or amount of payment or indebtedness, or the like. Guarantor agrees that the liability hereunder shall be the immediate, direct, and primary obligation of guarantor and shall not be contingent upon company's exercise or enforcement of any remedy it may have against applicant.

Executed this _____ day of _____, 20____, at _____, California.

X _____
Signature Name, Address, and Telephone:

(Print or type name) _____

Signature _____
(Print or type name) _____