

CREDIT APPLICATION

Send to crfrontdesk@cal-royal.com



| | Legal Company name (Applicant): | FEIN (Federal Tax Identification No.) or SSN (as applicable): | | |
|----------------------|---|---|-------------|--|
| Business Information | List all trade names, DBA's (Doing Business As) and/or subsidiaries: | Business starts date or number of years in business: | | |
| | Phone: | Mobile Number of Applicant: | | |
| | Email: | Fax: | | |
| | Billing address: | City: | | |
| | | State: | Zip Code: | |
| | Shipping address: same as billing? | City: | | |
| | | State: | Zip Code: | |
| | Tax exempt? Yes No *** If yes, please include tax | exemption certificate with credit ap | oplication. | |
| | Have we ever sold to you before or to any present or former affiliate(s): \square Yes \square No If yes, under what name and when? | | | |
| Legal Information | Has Applicant / Affiliates ever declared bankruptcy? ☐Yes ☐ No | Does Applicant Affiliates have pending lawsuits? Yes No | | |
| | Legal structure: S Corporation C Corporation Limited Liability Company Sole Propietorship General Partnership State: of incorporation or other: | | | |
| | Principals: For partnership or sole propietorship list the Officers, Partners, or Owners For Corporation and LLC List the Officers, Directors, members, and Majority Stock Holders (attach list if more space needed) | | | |
| ega | Name | Title | | |
| L | Name | Title | | |
| | Name | Title | | |
| Accounts Payable | Contact for Account: | Phone: | Email: | |
| Acc Pay | NEED MONTHLY STATEMENT EMAILED TO YOU? ☐YES ☐ NO | | | |
| ık , | Bank Name: | Account number: | | |
| Bank References | Address: | Phone: | | |
| | Major Supplier Company Name: | Contact: | | |
| | Account Number: | Phone: | | |
| es | E-mail: | Fax: | | |
| Trade References | Major Supplier Company Name: | Contact: | | |
| | Account Number: | Phone: | | |
| de | E-mail: | Fax: | | |
| Tra | Major Supplier Company Name: | Contact: | | |
| | Account Number: | Phone: | | |
| | E-mail: | Fax: | | |

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Within this Agreement, the words "we", "us", "Seller" and "our" shall refer individually to the company extending credit, named in the header of the credit application ("Application"). The words "you" and "your" refer to each customer ("Applicant") for which we have approved an Application for a Commercial Charge Account ("Account"), any person who signed the Application on behalf of such customer, and each other person authorized to make purchases under the Account.

- 1. ACCOUNT WITH SELLER. All parties to this Agreement acknowledge that any credit account established for you or for your benefit will be with the Seller at which you charge purchases to your account. The terms of this Agreements shall inure to the benefit of Seller. It is agreed that Seller or any of its successors or assigns may bring any action for recourse or remedy sought by Seller.
- 2. ACCOUNT FOR BUSINESS PURPOSES ONLY. Purchase under the Account maybe made only for commercial, industrial, or other business purposes. They may not be made for personal, family, household, or other consumer purposes. Because the Account is for business purposes only, important legal duties and obligation that apply to consumer credit accounts are not applicable.
- 3. AUTHORIZED PURCHASERS. You agree that we may rely upon all reasonable representation of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided to the supplier's a list of authorized purchasers in writing. Purchases and/or deliveries are authorized to be made without signature.
- 4. BILLING TERMS. You agree to pay all amounts charged to the account on or before their due date. You accept our billing terms as they may be set forth in the sales invoices and/or statements for all purchases under the Account. We will try to reflect your purchase order number on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices.
- 5. FINANCE CHARGE. If we do not receive payment in full in a timely manner, we will assess a finance charge until all amounts due on the Account are paid in full. The Finance Charge may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit.
- 6. RETURNED CHECK CHARGE. We may impose a charge up to the maximum allowed by law for each check received in payment on the Account which is returned to us as unpaid ("Returned Check Charge").
- 7. PAYMENT APPLICATION. Customer agrees to furnish remittances detail with payment. In the event the customer fails to furnish remittance detail with a payment, we may apply the payment first to any Finance Charge. Returned Check Charge, or other charge excluding purchases and then to all unpaid purchases on the Account in the order which they were made, oldest first.
- 8. SECURITY INTEREST/LIENS. Applicant grants the following Security Interests: purchase money

- security interest in all good purchased on the Account until paid in full. You agree to execute such documents and take such other actions as we may request in connection with the perfection of enforcement of our Security Interests.
- 9. IN THE EVENT OF DEFAULT. You agree to pay our costs of collection whether or not suit is filed, including but not limited to, reasonable attorney's fees and expenses. In jurisdictions where a stated rate is required, reasonable attorneys' fee will be 25%.
- 10. CREDIT INFORMATION. Unless and until the Account is cancelled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e. owner, office or partner) of the customer with the Account, and each Personal Guarantor of the Account, including information from the commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified in your Application for the Account, and such other sources of credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.
- 11. GOVERNING LAW. This Agreement and the Account are governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles. We and you agree that the proper venue for all actions arising in connection with this Agreement shall be deemed exclusively proper only in state or federal court located in Los Angeles, California, or, in Seller's sole discretion, in any state or federal court located in the state of Seller's principal location or the state of the intended final location of the furnished goods.
- 12. ASSIGNMENT. We may sell, assign, transfer any or all your Account or any balances due there under without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligation under this Agreement.
- 13. ENTIRE AGREEMENT. The Application, the Terms & Conditions of Sales and this Agreement constitute the entire agreement between you and us regarding the Account and supersede all our prior written and oral agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and condition stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter. When required by applicable law, we will provide you with notice of any changed or additional term.

| (Provide identification documentation at time of signature) | | | | | | | | |
|--|---------|---------------------------------|---|--|--|--|--|--|
| In the event of Default, and if this Account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all costs of collection, including but not limited to reasonable attorney fees whether or not suit is filed. In jurisdictions where a stated rate is required, reasonable attorney's fees will be 25%. The Finance Charge may be applied and may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit. | | | | | | | | |
| Credit Limit Request: | | _ | | | | | | |
| Credit Application Signature: | Title:_ | Date: | _ | | | | | |
| Printed Name: | | Driver's License # or Other ID: | _ | | | | | |

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS AS STATED IN THIS AGREEMENT.

AS REQUIRED BY THE USA PATIOT ACT. SECTION 326, AND TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU; WHEN YOU OPEN AN ACCOUNT, WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENT.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE VASIS FROM DISCRIMINATING AGAINTS CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANTH AS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRA; 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 THEIR CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580

If your application for business credit is denied you have the right to a written statement of the specific reason for that denial. To obtain the statement, please contact the Seller within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

| ◆◆◆ OFFICE USE ONLY ◆◆◆ | | | | | | |
|-------------------------|-----|----------|--|--|--|--|
| Credit Limit \$ | Ac | ccount # | | | | |
| Date Approved: | CR | R # | | | | |
| Signature: | Dis | iscount: | | | | |
| Reps Signature: | Da | ate: | | | | |

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6605 Flotilla Street, City of Commerce, CA 9004 Tel: (323) 888-6601 ❖ Fax: (323) 888-6699 (800) 876-9258 ❖ (800) 222-3316



To: Cal-Royal Customers,

In our continuing effort to better serve you, our valued customers, we are pleased to announce the implementation of order status and shipping information via email.

You can receive the following information by email:

- Purchase Order Confirmations
- Tracking Numbers
- Product Specials
- New Product Updates

- Sales Orders
- RMA's
- Invoices
- Monthly Statements

Please print your contact names and their email addresses and choose which documents you want to receive using the form below.

| ACCOUNT # | | | | | | |
|--------------|---------------|--------------------|-----------------|-----|----------------|---------|
| COMPANY NAME | | | | | | |
| TEL. NO. | | | | | | |
| CONTACT NAME | EMAIL ADDRESS | UPS (one email) | AR STATEMENT | RMA | SALES ORDER | INVOICE |
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FAX to 1-800-222-3316 or 1-323-888-6699 or EMAIL to orders@cal-royal.com

Cal-Royal Products, Inc. ◆ 6605 Flotilla St., City of Commerce, CA 90040 U.S.A. ◆ Phone: (323) 888-6601 ◆ (800) 876-9258 ◆ Fax: (323) 888-6699