



PHASE 2 PHASE SUPPLY INC.

CREDIT APPLICATION AND AGREEMENT TO STANDARD TERMS AND CONDITIONS OF PHASE 2 PHASE SUPPLY, INC.

CUSTOMER NAME: \_\_\_\_\_

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

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

PLEASE CHECK:

INDIVIDUAL: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ LLC: \_\_\_\_\_ OTHER: \_\_\_\_\_

IN BUSINESS SINCE: \_\_\_\_\_ STATE: \_\_\_\_\_

WHO IS AUTHORIZED TO PURCHASE MATERIAL FROM YOUR COMPANY? \_\_\_\_\_

IS SALES TAX EMEMPT? NO \_\_\_\_\_ YES \_\_\_\_\_ IF YES, RESALE NUMBER: \_\_\_\_\_

PRINCIPALS OR OFFICERS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DOB: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ SSN: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DOB: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ SSN: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

TRADE REFERENCES:

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

BANKS:

NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ ACCOUNT#: \_\_\_\_\_

Customer hereby warrants that the representations above are true and correct and that said representations are made for the purpose of including Phase 2 Phase Supply, Inc. to extend credit to the undersigned. Customer has read and agrees to the standard terms and conditions of Phase 2 Phase Supply, Inc. that are on the following page of this Credit Application. Customer agrees and understands that all subsequent transactions with Phase 2 Phase Supply, Inc. are subject to the standard terms and conditions on the following page of this Credit Application.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHASE 2 PHASE SUPPLY INC.

**TERMS AND CONDITIONS**

**1) DEFINITIONS:**

The terms defined below shall have the meanings stated herein:

A. "CUSTOMER" is defined as the individual, corporation, or other business entity, its employees, agents and subcontractors that receive services from PHASE 2PHASE SUPPLY INC.

B. "P2P" is defined as PHASE 2 PHASE SUPPLY INC.

**2) IMITATIONS OF LIABILITY**

IN NO EVENT AND UNDER NO CIRCUMSTANCES, SHALL P2P BE LIABLE TO CUSTOMER OR TO ANY PERSON, FIRM OR ENTITY FOR LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM DAMAGE TO OR DESTRUCTION OF PROPERTY OR FROM THE ALLEGED BREACH OF THIS AGREEMENT BY P2P. CUSTOMER IS ENTITLED TO ALL APPLICABLE MANUFACTURER WARRANTIES. P2P MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS OR SERVICES PROVIDED AND ASSUMES NO RESPONSIBILITY FOR MATERIALS OR SERVICES PROVIDED OTHER THAN EXPRESSLY SET FORTH HEREIN. P2P EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3) PRICES**

All charges for goods, materials and services provided by P2P shall be in accordance with the current price catalog of P2P which is provided herewith and incorporated herein as though fully set forth. CUSTOMER has read, understood and agrees with the P2P price catalog. CUSTOMER agrees to review the price catalog before making any purchase from P2P.

**4) TERMS OF PAYMENT**

All work shall be accepted on a C.O.D. basis unless otherwise agreed in writing. If CUSTOMER has established credit; the CUSTOMER agrees to pay P2P for all services and materials upon receipt of invoice. CUSTOMER shall pay interest at the highest legal rate on all accounts remaining unpaid over thirty (30) days from the date on the invoice. CUSTOMER forfeits all discounts and credits if payments are not made to P2P within thirty (30) days on the invoice. Any claims for adjustment in connection with the invoices must be presented to P2P in writing within thirty (30) days from the date on the invoice. Customer hereby waives any claim for adjustment in billing that is not timely presented according to the provisions of this paragraph. Local, state, federal and other government charges for sales, use, manufacturing, excise, and other applicable taxes shall be added to all prices. All C.O.D. orders must be paid for and picked up between the hours of 7:30 am and 4:00 pm, Monday through Friday. C.O.D. orders that are completed after 4:00 p.m. must wait until the next business day to settle the account unless prior arrangements have been made through P2P. Company or personal checks shall only be accepted for amounts less than \$2,000. Any C.O.D. orders over the estimated amount of \$2,000 require payment by cash, cashiers check or money order.

**5) MISCELLANEOUS**

Any modification of the standard terms and conditions of the Agreement shall be binding only if evidence in writing signed by each party or an authorized representative of each party. If interpretation or enforcement of this Agreement is necessary, the prevailing party shall be entitled to recover its reasonable attorney's fee and costs in addition to damages. In the event of non-monetary dispute, the presiding judge or arbitrator is hereby empowered to determine the prevailing party in such a dispute for the purpose of selecting the party who will have the legal duty to pay attorney fees and costs.

## PHASE 2 PHASE SUPPLY INC.

### GUARANTY

1. In order to induce Phase 2 Phase Supply Inc. (hereinafter called P2P) to grant credit or additional credit to \_\_\_\_\_ (hereinafter called "Debtor") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned \_\_\_\_\_ (hereinafter called "Guarantor") hereby unconditionally guarantees to P2P the due and punctual payment, performance and discharge of all debts, obligations and liabilities of Debtor to P2P, whether direct, indirect, fixed, contingent, due or to become due, now existing or hereafter arising, including, but not limited to indebtedness arising on account of goods, merchandise or services sold or furnished to Debtor by P2P, together with any expenses of, for and incidental to collection, including reasonable attorney's fees (hereinafter called "indebtedness"). This guaranty is an immediate, primary, and original obligation of Guarantor and is an unconditional and continuing guaranty of payment.
2. This Guaranty shall continue in effect until revoked in writing by Guarantor or by his executor, administrator, successor, or assign (herein collectively called "successor") and a copy of such revocation has been duly delivered to P2P at the following address 29985 2<sup>ND</sup> Street, Building G, Lake Elsinore, CA, 92532. No such revocation shall affect the obligation of Guarantor or his successor with respect to any indebtedness existing at the time of receipt by P2P of such revocation or arising out of or in connection with any transaction theretofore entered into by P2P with the Debtor, nor, in the case of multiple Guarantors of the indebtedness, shall revocation of this or any other Guaranty by any Guarantor or his successor affect the continuing liability hereunder of any other Guarantor not giving such notice of revocation.
3. GUARANTOR CONSENTS AND AGREES THAT, WITHOUT NOTICE TO GUARANTOR AND WITHOUT AFFECTING THE OBLIGATIONS OF GUARANTOR HEREUNDER, P2P MAY DO ANY OR ALL OF THE FOLLOWING: Compromise or settle any or all of said indebtedness; Extend, by renewal or otherwise, accelerate or otherwise modify the period of duration or the time of payment, discharge or performance of any or all of said indebtedness; Release any or all parties to any or all said indebtedness; Release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge, or payment of, any and all deposits and any other property securing the indebtedness of any Guaranty of the indebtedness on which P2P at any time may have a lien, or may waive or refuse to enforce its rights, or make any compromise or settlement or agreement thereof, in respect of any an all such deposits and property; Release or substitute any one or more of the endorsers or Guarantors of the indebtedness, whether parties to this instrument or not; or assign any or all of the rights, benefits and privileges provided by this instrument. Guarantor further consents and agrees that P2P shall be under no obligation to marshal any assets in favor of Guarantor or against or in payment of any or all of the indebtedness, nor shall Guarantor's liability on this Guaranty be contingent upon the exercise or enforcement by P2P of whatever remedies it may have against the Debtor or others, or the enforcement of any lien or realization upon any security P2P may at any time possess.

4. GUARANTOR DOES HEREBY WAIVE: Notice of acceptance hereof; Notice of the extension of credit from time to time given by P2P to Debtor and the creation of indebtedness and notice of the amount of indebtedness of Debtor to P2P, from time to time subject, however, to Guarantor's right to make inquiry of P2P to ascertain the amount of indebtedness at any reasonable time; Notice of adverse change in Debtor's financial condition or of any other fact which might increase Guarantor's risk; Notice of presentment for payment, demand, protest and notice thereof to any instrument; and Notice to default and all other notices and demands to which Guarantor might otherwise be entitled. Guarantor further waives the right to require P2P to institute suit against Debtor or exhaust its rights and remedies against Debtor and any defenses arising by reason of any disability or other defenses of Debtor.
5. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of P2P's right to proceed in any other form of action or proceeding or against other parties unless P2P has expressly waived such right in writing.
6. Guarantor agrees to pay all expenses incurred by P2P in connection with the enforcement of its rights under this Guaranty, including court costs, collection charges and reasonable attorney's fees. This Guaranty, all acts and transactions hereunder and the rights and obligations of the party hereto shall be governed, construed and interpreted according to the laws of the state of California. As part of the consideration for P2P's granting credit to Debtor, Guarantor hereby agrees that all actions or proceedings arising hereunder will be litigated in California and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding may be made by personal service upon Guarantor wherever Guarantor may be then located. To the extent any provision of this Guaranty is not enforceable under applicable law; such provision shall be deemed null and void and shall have no effect on the remaining provisions of this Guaranty.
7. This instrument constitutes the entire, final and exclusive agreement of the parties hereto and there are no promises, statements or representations of any kind of nature whatsoever other than herein contained. This Guaranty may be amended only in writing.
8. Guarantor hereby assumes full responsibility for obtaining any information concerning Debtor's financial condition as Guarantor may deem material to its obligations hereunder, and Guarantor is not relying upon, nor expecting P2P to furnish it with any information in P2P's possession concerning Debtor's financial condition. By acceptance hereof, Guarantor hereby knowingly accepts the full range of risks encompassed within a contract of "continuing guaranty" which risks include, without limitation, the possibility that Debtor will contract for additional indebtedness for which Guarantor may be liable hereunder after Debtor's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor