



# Application for Credit

24 E. Pioneer St. Phoenix AZ 85040  
P:602-268-5701 F:602-268-3291

Fax to Credit Department: 602-268-3291

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

Company name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of Ownership: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
(please check one) Corporation: \_\_\_\_\_ Other: \_\_\_\_\_

Company Owners: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Year Established: \_\_\_\_\_

Ever file for bankruptcy: \_\_\_\_\_ What State: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ (please attach Form 5000)

Bank name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Type of Account: \_\_\_\_\_

A.P. Contact: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Trade References

(Those you buy from with an open account)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**AGREEMENT**

1. The customer may accept Fullerform's proposal only by consenting to the terms and conditions herein provided. Said terms and conditions shall govern, and no understanding term, condition, or trade custom at variance therewith shall be binding on the parties.
2. An order accepting prices quoted must be issued within 30 calendar days from date of quotation. On annual blanket orders or contracts for certain definite time periods, the last release for shipment must be made at least thirty calendar days before expiration of said order or contract. On annual blanket orders or contracts, the unit quantity ordered may be increased or decreased by a maximum of twenty percent. For variations in excess of twenty percent, Fullerform reserves the right to pricing review. When a new pricing request for a subsequent time period is received, the last release on an existing blanket order or contract must be made prior to the new pricing due date, unless extended in writing by mutual agreement. Prices do not include federal, state, local, sales, use, occupation, or privilege taxes, which will be added where applicable.
3. All statements of prospective date of shipments are estimated and will be made firm upon acknowledgement of the customer's purchase order by Fullerform.
4. All invoices are to be paid 30 days from the date of the invoice. Invoices not paid within 30 days will be charged a 1.5% per month fee, compounded monthly. Fullerform reserves the right to lien a property to assure prompt payment in full. All customers who do not wish to be extended credit are expected to issue payment upon receipt of order.
5. All returns must be made within thirty days of purchase and accompanied with a receipt. There will be a fifteen percent restocking charge on all return items. Non-stock items and special order purchases are non-returnable and non-refundable.
6. Title and risk of loss for damaged goods pass to the customer upon delivery to the carrier regardless of who pays the shipping costs.
7. Claims arising from invoices must be made within ten working days.
8. Fullerform warrants its manufactured products against defects in material and workmanship for a period of one year from the date of shipment. Fullerform does not warranty products within the resale division. Warranty information is available upon request from resale manufacturers. In no event shall Fullerform be liable for special, incidental, indirect, or consequential damages of any kind. These warranties are made expressly in lieu of all other warranties, express, implied, or statutory, with respect to quality, merchantability, or fitness for a particular purpose.
9. Fullerform reserves the right to furnish substitutes for materials which cannot be reasonably obtained of any restrictions, voluntary or compulsory, established by or in connection with any government authority.
10. By submitting this application, you authorize Fullerform Irrigation Co. to make inquiries into the banking and business/trade references that you have supplied.

**SIGNATURES**

<p>-----</p> <p>Title: _____ Date: _____</p>	<p>-----</p> <p>Title: _____ Date: _____</p>
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**Personal Guaranty**

1. The undersigned hereby guaranteed the performance of the person or Firm applying for credit on the first page hereof and to whom credit is extended, including but not limited to the payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guaranteed such with prior notice, demand or pursuit of remedies against the party primarily liable. This guarantee shall continue in effect until the undersigned has notified the creditor in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed.
2. This guaranty shall bind and obligate the undersigned for payment of indebtedness precisely as if the same had been contracted and was due and owing by undersigned directly, and shall constitute a guaranty of payment, not a guaranty of collection. The obligations of guarantor hereunder shall survive and continue in full force and effective until payment in full of the indebtedness. For purposes of this guaranty, the indebtedness shall be deemed to be paid only to the extent that secured party receives immediately available funds and to the extent of any credit bid by secured party at any foreclosure sale of any collateral securing and part of the indebtedness.
3. The obligations of undersigned hereunder are separate and independent of the obligations of debtor and a separate action or actions may be brought and prosecuted against undersigned regardless of whether an action is brought against debtor.

**Signatures**

<p>-----</p> <p>Owner's Name: _____ Date: _____</p>	<p>-----</p> <p>Spouse: _____ Date: _____</p>
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