



# MetalMart International, Inc

**5828 Smithway Street, Commerce, CA 90040**  
**Phone (562) 692-9081 • Fax (562) 699-6868**  
**Credit Application / Customer Agreement**

Business Name \_\_\_\_\_ in business since \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Business \_\_\_\_\_ Fed ID# \_\_\_\_\_ Duns# \_\_\_\_\_

Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Incorporated \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Taxable? \_\_\_\_\_ If resale, sales tax certificate number \_\_\_\_\_

### List of Officer, Partners or Owners

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

### Trade References

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

### Bank References

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Account # \_\_\_\_\_ Contact \_\_\_\_\_

**By signing I/buyer hereby authorize the above referenced bank to release credit information on the account number indicated to any affiliate for use in credit investigation.**

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

Signature: \_\_\_\_\_ Title \_\_\_\_\_

# Credit Application / Customer Agreement

## TERM AND CONDITIONS

**EFFECT OF SUBMITTING THIS FORM ON ISSUANCE OF CREDIT:** By submitting this form, I/we/buyer certify that the information contained herein is true and correct, I/we/buyer certify that we are authorized to act on behalf of the applicant. I/We/Buyer acknowledge that this application is for credit and you/seller are authorized to obtain such information as you deem necessary to determine whether or not you will issue credit and that such information will remain your property, whether or not credit is issued. I/We/Buyer further agree that if credit is issued, it may be discontinued at any time for any, or no reason, and that you/seller will not be liable for any damages incurred, including, but not limited to, consequential damages resulting from discontinuing credit. I/We/Buyer further agree to save, defend and hold you/Seller harmless from the claims of any third parties alleged to have incurred damages as a result of seller discontinuing credit.

**CHANGES OR MODIFICATION OF THESE TERMS AND CONDITIONS:** These terms and conditions cannot be changed or modified except in writing signed by the CFO, or President of Metalmart International, Inc. Any terms and conditions of any purchase order I/we/buyer issue that conflict with the terms and conditions of this application shall be deemed null, void and unenforceable.

**FINANCE CHARGE:** I/We/Buyer agree to pay invoices in accordance with the terms of sale as stated on the Invoice(s). A finance charge will be added to all delinquent and pass due payments in the amount of the maximum allowed by law, not to exceed 1.5% per month (18% per annum.) Any invoices not paid in accordance with the terms and conditions of the invoice will not be subject to trade discounts.

**ATTORNEY FEES AND COSTS OF COLLECTIONS:** If the account is turned over to an attorney for collections. I/We/Buyer agree to pay all costs of collection, including reasonable attorney fees in the amount of twenty-five percent (25%) of the amount of principal and interest due, except that, there shall always be due at least \$500.00 as a minimum for attorney fees and costs of collection.

**APPROVAL FOR EACH ORDER:** Orders are accepted subject to approval by the Credit Department. Delivery will be withheld and shipment stopped on accepted orders if, in the opinion of the Credit Department, the available credit information indicates that the sale should not be completed.

**DELIVERY:** When seller's vehicle or contractor delivers merchandise, delivery takes place at the receiving point. I/We/Buyer must check for any shortages or visible damage upon receipt, and if any, notation must be made upon the delivery document and seller's driver must sign the notation. Packaged or wrapped goods must be opened and inspected at once, and concealed damage or shortages must be reported to seller immediately. Any materials for which I/we/buyer have been billed more than 30 days shall be deemed to have been received at the time of delivery of the order, unless I/we/buyer shall have notified you prior to the expiration of the 30-day period.

**DELAYS:** Metalmart International Inc. will not be responsible or liable for any consequential damages caused by delays in delivery under any circumstance, including, but not limited to, any factor beyond our control, such as fire, strikes, hurricanes, adverse weather, snow, ice, riots, shortages of material, transportation delays, mechanical breakdowns, delays by a vendor, etc.

**WARRANTY:** We/Buyer expressly understand the following: You/Seller make available to us/buyer the benefits of any warranty terms extended by the manufacturer of that particular item. You/seller will cooperate with us/buyer in any warranty claim against a manufacturer. However, you make no representation that the manufacturer warrants any item. You offer no other warranty of any kind, including implied or express warranties of fitness on any item you/seller sell, including any claim for, consequential damages, labor, repairs, lost time, costs of any time incident to defects, personal injuries and death.

**CANCELLATION OF ORDERS:** Orders for cut, coated and/or painted materials and non-stock items are non-cancelable.

**RETURNED GOODS:** Merchandise cannot be returned for credit without authorization. Merchandise returned due to an error by us/buyer will incur a restocking fee to be negotiated at time of return, plus transportation and all other costs. Merchandise returned due to an error by you/seller, for any cause, such as manufacturing defects, will be credited at the invoice price. All items authorized for return must be in the same condition as they were immediately prior to shipment.

**CHOICE OF LAW:** Irrespective of where and when this credit application is filed or approved, the execution, the laws of the State of California shall govern interpretation of performance of this agreement.

**CREDIT REPORTS:** The undersigned hereby consent(s) to your/Seller's use (and the use by any affiliate) of non-business consumer credit report(s) on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of the business credit contemplated by this credit application. The undersigned further agree(s) that you/seller can obtain new credit reports from time to time in connection with your evaluation of or continuation of the business credit contemplated by the credit application. The undersigned consent to the use of any credit report obtained consistent with the fair Credit Reporting Act as contained in 15 U.S.C. Section 1881, et seq. I/We/Buyer also agree that credit information may be shared by any affiliate.

By signing I/buyer hereby authorize the above referenced bank to release credit information on the account number indicated to any affiliate for use in credit investigation.

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

Signature: \_\_\_\_\_ Title \_\_\_\_\_

Accepted by: \_\_\_\_\_

**To Expedite Credit Application Approval Process: Fax a signed copy and then mail the original. Fax Line 1-562-699-6868.**



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## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_
2. I am engaged in the business of selling the following type of tangible personal property:  
\_\_\_\_\_
3. This certificate is for the purchase from **MetalMart International, Inc.** of the item(s) I have listed in paragraph 5 below.
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described. I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased items prior to any use (other than retention, demonstration, or display while holding it for resell) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

\_\_\_\_\_  
NAME OF PURCHASING COMPANY

\_\_\_\_\_  
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF PERSON SIGNING

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS OF PURCHASING COMPANY

\_\_\_\_\_  
TELEPHONE NUMBER

(      )

\_\_\_\_\_  
DATE