



420 East Alton Ave
Santa Ana, CA 92707

Calmont Wire & Cable, Inc.
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REQUEST FOR CREDIT TERMS

COMPANY NAME: _____ PHONE: _____
 STREET ADDRESS: _____ FAX: _____
 CITY: _____ STATE: _____ ZIP: _____
 BILLING ADDRESS (IF DIFFERENT FROM ABOVE):
 CITY: _____ STATE: _____ ZIP: _____
 A/P CONTACT: _____ PHONE: _____
 EMAIL: _____ FAX: _____

COMPANY IS A:
 Corporation Partnership Proprietorship LLC PLC

HOW DID YOU HEAR ABOUT CALMONT WIRE AND CABLE?: _____

YEARS IN BUSINESS: _____ HAVE YOU EVER DECLARED BANKRUPTCY?
 IF YES, WHAT YEAR? _____

YOUR TYPE OF BUSINESS: _____

NOTE: IF IN BUSINESS LESS THAN FIVE YEARS, YOU MUST COMPLETE PERSONAL GUARANTEE

COMPANY DIRECTORS/OFFICERS/PRINCIPALS

NAME: _____ TITLE: _____
 ADDRESS: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP: _____

NAME: _____ TITLE: _____
 ADDRESS: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP: _____

BANKING DETAILS

BANK: _____ ACCOUNT #: _____
 BRANCH ADDRESS: _____ CITY/STATE/ZIP: _____
 BANK CONTACT NAME: _____ PHONE: _____

TRADE REFERENCES

VENDOR 1: _____
 PAYMENT ADDRESS: _____
 CITY/STATE/ZIP: _____
 CONTACT: _____
 PHONE: _____ EMAIL: _____ ACCOUNT #: _____

VENDOR 2: _____
 PAYMENT ADDRESS: _____
 CITY/STATE/ZIP: _____
 CONTACT: _____
 PHONE: _____ EMAIL: _____ ACCOUNT #: _____

VENDOR 3: _____
 PAYMENT ADDRESS: _____
 CITY/STATE/ZIP: _____
 CONTACT: _____
 PHONE: _____ EMAIL: _____ ACCOUNT #: _____

CONDITIONS (TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)

TERMS OF SALE, INCLUDING TERMS OF PAYMENT AND CHARGES, FOR EACH PURCHASE ARE AGREED TO BE THOSE SPECIFIED ON THE FACE OF EACH INVOICE. A LATE PAYMENT CHARGE WILL BE ADDED TO ALL INVOICES NOT PAID WHEN BALANCE IS 15 DAYS IN DEFAULT AT 1 ½% PER MONTH (18% PER ANNUM). THE CUSTOMER HEREBY AGREES TO PAY ALL COSTS OF COLLECTION OR LEGAL FEES SHOULD SUCH ACTION BE NECESSARY DUE TO NON-PAYMENT. THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND THE CREDITOR IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDITWORTHINESS OF THE ABOVE NAMED COMPANY. IF THE APPLICANT IS NOT A CORPORATION, THE CREDITOR IS AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE PROPRIETORS, PARTNERS OR PRINCIPALS. SHOULD A CREDIT AVAILABILITY BE GRANTED BY CALMONT, ALL DECISIONS WITH RESPECT TO THE EXTENSION OR CONTINUATION SHALL BE IN THE SOLE DISCRETION OF CALMONT WIRE & CABLE. CALMONT MAY TERMINATE ANY CREDIT AVAILABILITY WITHIN ITS SOLE DISCRETION.

DISPUTES: ANY DISPUTE OR CONTROVERSY ARISING FROM THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AT ORANGE COUNTY, CALIFORNIA. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PARTIES AGREE THE AMERICAN ARBITRATION ASSOCIATION'S EXPEDITED RULES SHALL APPLY AND THEY WAIVE ALL RIGHT TO ANY HEARING REQUIRING WITNESS PRODUCTION. THE ARBITRATOR SHALL ISSUE AN AWARD BASED UPON THE WRITTEN DOCUMENTARY EVIDENCE SUPPLIED BY THE PARTIES. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL. THE LOSING PARTY SHALL PAY ALL ARBITRATION EXPENSES, INCLUDING ALL ATTORNEY'S FEES.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

APPLICANT NAME: _____ **DATE:** _____
APPLICANT SIGNATURE: _____ **TITLE:** _____

FOR PROPRIETORS, PARTNERS, S-CORPORATIONS IN THE U.S.

I AUTHORIZE THE SELLER & THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY CREDIT HISTORY.

APPLICANT SIGNATURE: _____ **DATE:** _____

PERSONAL GUARANTEE

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO CALMONT'S CONTROLLER BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

GUARANTOR'S NAME: _____ **SIGNATURE:** _____
HOME ADDRESS: _____ **DATE:** _____
CITY/STATE/ZIP: _____ **TAX I.D. OR S.S. NO:** _____

GUARANTOR'S NAME: _____ **SIGNATURE:** _____
HOME ADDRESS: _____ **DATE:** _____
CITY/STATE/ZIP: _____ **TAX I.D. OR S.S. NO:** _____