



CREDIT APPLICATION

NOTICE: In order to expedite the processing of your credit account, you may fax this completed application to the fax number shown at right, but you must also MAIL IN THIS ORIGINAL APPLICATION TO THE ADDRESS SHOWN AT RIGHT IN ORDER TO COMPLETE THE APPLICATION PROCESS.

ORCO CORPORATE HEADQUARTERS
 ATTN: CREDIT APPLICATION PROCESSING
 PO BOX 5058
 LIVERMORE, CA 94551-5058
 PHONE (925) 960-6100 / (888) 888-9580
 FAX (925) 960-6186 / (888) ORCO-FAX

FOR PURPOSES OF INDUCING ORCO CONSTRUCTION SUPPLY TO SELL MERCHANDISE ON CREDIT TO THE APPLICANT NAMED BELOW, AND INTENDING AND UNDERSTANDING THAT ORCO CONSTRUCTION SUPPLY WILL RELY ON SUCH INFORMATION WHEN EXTENDING CREDIT, THE APPLICANT SUBMITS THIS CREDIT APPLICATION AND WARRANTS THAT ALL INFORMATION CONTAINED IN THIS CREDIT APPLICATION IS TRUE AND CORRECT.

LEGAL COMPANY NAME		TELEPHONE
BILLING ADDRESS		CELL
		FAX
STREET ADDRESS		EMAIL ADDRESS
		YEAR BUSINESS ESTABLISHED:
BRANCH MOST FREQUENTED:	MONTHLY STATEMENT REQUESTED: <input type="checkbox"/> YES <input type="checkbox"/> NO	FEDERAL I.D. NUMBER / STATE I.D. NUMBER
PLEASE INDICATE IF YOU ARE TAX EXEMPT: IF YES, PLEASE INCLUDE CERTIFICATE. <input type="checkbox"/> YES <input type="checkbox"/> NO	SIC CODE	CONTRACTOR'S LICENSE NUMBER
BUSINESS STRUCTURE (Check one and complete appropriate section below) <input type="checkbox"/> SOLE OWNER/PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC (Limited Liability Co.)		
HAVE YOU EVER HAD AN ORCO ACCOUNT PRIOR OR DO YOU CURRENTLY HOLD ONE ACTIVE UNDER ANOTHER BUSINESS NAME? <input type="checkbox"/> YES <input type="checkbox"/> NO PLEASE PROVIDE:		

SOLE OWNER/PROPRIETORSHIP

NAME OF OWNER	SOCIAL SECURITY #
RESIDENCE ADDRESS	SPOUSE'S SOCIAL SECURITY #
SPOUSE'S NAME	DRIVER'S LICENSE #
IF YOU OWN REAL PROPERTY, PLEASE PROVIDE ADDRESS:	

PARTNERSHIP (Please list each Partner who has a Limited or General Financial Interest)

NAME	TELEPHONE	DRIVER'S LICENSE #
RESIDENCE ADDRESS		SOCIAL SECURITY #
NAME	TELEPHONE	DRIVER'S LICENSE #
RESIDENCE ADDRESS		SOCIAL SECURITY #
HAVE ANY OF THE PARTNERS EVER BEEN INVOLVED IN BANKRUPTCY PROCEEDINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE FILED: TYPE:

CORPORATION / LLC (List Corporate Officers)

NAME	TITLE
RESIDENCE ADDRESS	TELEPHONE
NAME	TITLE
RESIDENCE ADDRESS	TELEPHONE
NAME	TITLE
RESIDENCE ADDRESS	TELEPHONE
HAVE ANY OF THE OFFICERS, SHAREHOLDERS OR DIRECTORS BEEN INVOLVED IN BANKRUPTCY PROCEEDINGS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DATE FILED: TYPE:	
HAVE ANY OF THE OFFICERS, SHAREHOLDERS OR DIRECTORS EVER APPLIED FOR CREDIT WITH ORCO <input type="checkbox"/> YES <input type="checkbox"/> NO UNDER WHAT NAME?	

BANK REFERENCE

BANK NAME	ACCOUNT TYPE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	TELEPHONE
BRANCH/ADDRESS		ACCOUNT NUMBER

FOR OFFICE USE ONLY

SALES ID	CUSTOMER TYPE	SIC CODE	STATUS	DATE OPENED	CREDIT LIMIT	ACCOUNT #	COLLECTOR ID
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TRADE REFERENCES (List major suppliers with whom you have an account)

COMPANY NAME	TELEPHONE
ACCOUNT #	FAX #
COMPANY NAME	TELEPHONE
ACCOUNT #	FAX #

TERMS AND AGREEMENTS

TERMS ARE 2% 15TH, NET 30TH. ACCOUNTS WILL BE CHARGED 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE BALANCE. ALL CLAIMS FOR SHORTAGE OR ALLOWANCES MUST BE MADE ON DATE OF DELIVERY. MATERIALS NORMALLY CARRIED IN INVENTORY OF THE LOCATION OF SELLING BRANCH WHICH HAVE BEEN DELIVERED AS ORDERED MAY BE RETURNED UNUSED WITHIN 30 DAYS FROM THE DATE OF PURCHASE FOR CREDIT ONLY UPON SELLER'S PRIOR AUTHORIZATION. ALL SUCH RETURNED MATERIALS MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL INVOICE AND ARE SUBJECT TO A RESTOCKING CHARGE OF NOT TO EXCEED 25%. (RETURN OF SPECIAL ORDER MERCHANDISE MAY NOT BE ALLOWED AT THE SOLE DISCRETION OF THE SELLER.) ARTICLES FURNISHED FOR USE IN THE IMPROVEMENT OF REAL PROPERTY MAY BE SUBJECT TO THE MECHANIC'S LIEN LAWS OF THE STATE OF CALIFORNIA, ARIZONA, OR NEVADA RESPECTIVELY.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE MATERIALS DESCRIBED HEREIN AND BUYER ACCEPTS THE MATERIALS AS IS. SELLER DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE MATERIALS DESCRIBED HEREIN.

ALL QUOTATIONS AND SALES ARE F.O.B. POINT OF SHIPMENT UNLESS EXPRESSLY STIPULATED OTHERWISE IN WRITING. THE RISK OF LOSS OR DESTRUCTION OF, OR DAMAGE TO THE MATERIALS SHALL BE ON BUYER FROM AND AFTER DELIVERY OF THE MATERIALS TO BUYER OR CARRIER, WHICHEVER OCCURS FIRST.

SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OR DAMAGE SUFFERED BY BUYER, DIRECTLY OR INDIRECTLY AS A RESULT OF SELLER'S FAILURE TO PERFORM, OR DELAY IN PERFORMING ANY OBLIGATION UNDER THIS ORDER WHERE SUCH A FAILURE OR DELAY IS CAUSED BY LABOR TROUBLES (INCLUDING, WITHOUT LIMITATION, STRIKES, SLOW DOWNS AND LOCKOUTS), CIVIL DISTURBANCE, GOVERNMENT REGULATIONS, INABILITY TO OBTAIN OR REVOCATION OF EXPORT OR IMPORT LICENSES, INTERRUPTIONS OF OR DELAY IN TRANSPORTATION, MATERIAL SHORTAGES, POWER FAILURES, ACCIDENT, OR OTHER CAUSE OF LIKE OR DIFFERENT CHARACTER BEYOND SELLER'S CONTROL.

PRICES DO NOT INCLUDE TAX. TAXES WILL BE ADDED, IN ALL CASES, UNLESS AN EXEMPTION CERTIFICATE IS ON FILE WITH THE SELLER. BUYER SHALL PAY THE AMOUNT OF ANY APPLICABLE SALES, USE, COMPENSATING, INTANGIBLES, GROSS INCOME OR LIKE TAX, IMPORT DUTIES AND SIMILAR CHARGES LEVIED BY ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH THIS ORDER.

SELLER TAKES EXCEPTION TO AND HEREBY OBJECTS TO ALL HOLD HARMLESS AND INDEMNITY PROVISIONS, EITHER EXPRESS OR IMPLIED, SET FORTH IN BUYER'S ORDER THAT SEEK TO IMPOSE LIABILITY ON SELLER.

NO ALTERNATES QUOTED HEREUNDER ARE GUARANTEED EQUAL TO THE SPECIFIED MATERIALS AND ALTERNATES ARE SUBJECT TO THE APPROVAL OF BUYER'S SPECIFYING AGENT UNLESS OTHERWISE AGREED IN WRITING. PRICES QUOTED ARE F.O.B. POINT OF SHIPMENT WITH FULL FREIGHT ALLOWED TO JOB SITE WITH UNLOADING BY BUYER. SELLER RESERVES THE RIGHT TO INVOICE FOR ADDITIONAL EXPENSES INCURRED DUE TO PARTIAL RELEASE OF THE SPECIFIED MATERIALS. DELIVERY DATES ARE NOT GUARANTEED AND DELINQUENCY IN DELIVERY WILL NOT CONSTITUTE GROUNDS FOR CHARGEBACK, SETOFF, OR OTHER DAMAGES OR CLAIMS OF DAMAGE AGAINST SELLER UNLESS SPECIFIED DELIVERY DATES ARE REQUESTED BY BUYER AND EXPRESSLY AGREED TO IN WRITING BY SELLER.

IF ORCO CONSTRUCTION SUPPLY TAKES OR COMMENCES ANY ACTION OR PROCEEDING AND/OR HIRES AN ATTORNEY TO COLLECT ANY DELINQUENT AMOUNTS ON APPLICANT'S ACCOUNT, APPLICANT WILL PAY TO ORCO CONSTRUCTION SUPPLY THE ATTORNEYS' FEES AND COSTS INCURRED BY ORCO CONSTRUCTION SUPPLY, WHICH WILL INCLUDE, BUT IS NOT LIMITED TO, ALL EXPERT WITNESS FEES, OTHER WITNESS FEES AND ASSOCIATED EXPENSES. ORCO CONSTRUCTION SUPPLY MAY FILE OR COMMENCE SUCH ACTION OR PROCEEDING IN ANY COURT OF COMPETENT JURISDICTION WHICH ORCO CONSTRUCTION SUPPLY IN ITS SOLE DISCRETION DETERMINES. THE LAWS OF THE STATE IN WHICH SUCH ACTION OR PROCEEDING IS FILED OR COMMENCED WILL GOVERN.

THE APPLICANT CERTIFIES THE FOLLOWING: (1) THE INFORMATION PROVIDED IS TRUE AND CORRECT AND HAS BEEN SUBMITTED TO OBTAIN COMMERCIAL CREDIT; (2) SIGNER IS AUTHORIZED TO EXECUTE APPLICATIONS AND OTHER DOCUMENTS REQUIRED TO ESTABLISH COMMERCIAL CREDIT ACCOUNTS ON BEHALF OF APPLICANT; (3) SELLER IS HEREBY AUTHORIZED TO INVESTIGATE AND VERIFY ANY INFORMATION PROVIDED AND INQUIRE OF REFERENCES OR OTHERS AS TO CREDIT WORTHINESS; (4) SELLER MAY ANSWER QUESTIONS FROM OTHERS ABOUT ITS CREDIT HISTORY WITH THE APPLICANT. ORCO REGULARLY CONTRIBUTES COMMERCIAL CREDIT INFORMATION TO CREDIT ASSOCIATIONS AND BUREAUS, INCLUDING EXPERIAN AND EQUIFAX; AND (5) SIGNER HAS READ, UNDERSTANDS, AND AGREES TO ALL OF THE TERMS, AND AGREES TO NOTIFY SELLER, IN WRITING VIA CERTIFIED MAIL, OF ANY MATERIAL CHANGE IN NAME, OWNERSHIP, LOCATION OR CORPORATE STATUS WITHIN FIVE (5) DAYS. FAILURE TO NOTIFY OF A CHANGE OF STATUS CONSTITUTES A WAIVER BY APPLICANT OF ASSERTING THE DEBT IS OWED BY AN ENTITY DIFFERENT THAN THAT SET FORTH HEREIN.

CONTRACTOR/SUBCONTRACTOR HEREBY IRREVOCABLY GRANTS TO ORCO CONSTRUCTION SUPPLY THE POWER OF ATTORNEY TO ENDORSE ANY AND ALL CHECKS OR SIMILAR INSTRUMENTS FOR PAYMENT OF MONEY IN THE PARTY'S NAME WHICH ARE PAYABLE TO CONTRACTOR/SUBCONTRACTOR AND ORCO CONSTRUCTION SUPPLY.

THIS CREDIT APPLICATION AND THE FOREGOING CREDIT TERMS CONSTITUTE THE SOLE UNDERSTANDING AND AGREEMENT UNDER WHICH ORCO CONSTRUCTION SUPPLY WILL EXTEND CREDIT TO APPLICANT FOR THE PURCHASE OF MERCHANDISE. SUCH CREDIT TERMS MAY BE AMENDED ONLY IF AGREED TO IN WRITING BY ORCO CONSTRUCTION SUPPLY. APPLICANT AGREES TO AND ACCEPTS THE FOREGOING CREDIT TERMS.

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE

CONTINUING GUARANTY

FOR PURPOSES OF INDUCING ORCO CONSTRUCTION SUPPLY TO SELL MERCHANDISE ON CREDIT TO THE APPLICANT NAMED ABOVE, THE UNDERSIGNED ("GUARANTOR"), JOINTLY AND SEVERALLY, UNCONDITIONALLY GUARANTEE AND PROMISE TO PAY TO ORCO CONSTRUCTION SUPPLY, ON A CONTINUING BASIS, ALL AMOUNTS WHICH SUCH APPLICANT NOW OR IN THE FUTURE OWES OR MAY OWE TO ORCO CONSTRUCTION SUPPLY ON ACCOUNT OF OR WITH RESPECT TO MERCHANDISE SOLD BY ORCO CONSTRUCTION SUPPLY TO SUCH APPLICANT, AND ALL COSTS, FEES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, INCURRED BY ORCO CONSTRUCTION SUPPLY IN OR WITH RESPECT TO THE COLLECTION OF THE AMOUNTS OWED TO IT BY THE APPLICANT OR THE COLLECTION OR ENFORCEMENT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY. GUARANTOR'S OBLIGATIONS UNDER THIS GUARANTY ARE INDEPENDENT OF AND IN ADDITION TO THE OBLIGATIONS OF APPLICANT, AND ORCO CONSTRUCTION SUPPLY MAY PROCEED AGAINST GUARANTOR BEFORE PROCEEDING AGAINST THE APPLICANT. ORCO CONSTRUCTION SUPPLY MAY FILE OR COMMENCE AN ACTION OR PROCEEDING TO ENFORCE THIS GUARANTY IN ANY COURT OF COMPETENT JURISDICTION WHICH ORCO CONSTRUCTION SUPPLY IN ITS SOLE DISCRETION DETERMINES. THE LAWS OF THE STATE IN WHICH SUCH ACTION OR PROCEEDING IS FILED OR COMMENCED WILL GOVERN.

SIGNATURE	DATE	SIGNATURE	DATE
TYPE OR PRINT NAME	SSN	TYPE OR PRINT NAME	SSN
SPOUSE'S SIGNATURE (Required in AZ, initial if none)	DATE	SPOUSE'S SIGNATURE (Required in AZ, initial if none)	DATE
TYPE OR PRINT NAME OF SPOUSE	SSN	TYPE OR PRINT NAME OF SPOUSE	SSN