



**Mail to:** WHCI Plumbing Supply Company    **Phone** (510) 471-5757  
2900 Volpey Way  
Union City, CA 94587

### **INSTRUCTIONS FOR COMPLETING THE WHCI PLUMBING SUPPLY COMPANY Credit agreement**

We appreciate your interest in becoming a credit customer of WHCI Plumbing Supply Company. The decision to extend credit to your company will be based on the information you supply in our credit agreement and the information we obtain from sources you authorize us to contact. The credit agreement and the information we obtain in support of the credit agreement is kept confidential and used only for credit evaluation and debt collection purposes. **Before we can evaluate your credit, we must receive an original credit agreement with the requested information typed or handwritten and original signature(s), preferably in blue ink for contrast. Pencil is not acceptable.**

Some companies use a "Credit Information Sheet" to supply information about them, especially license information and contact information for trade and bank references. If you have a Credit Information Sheet with information that answers some of the questions in our credit agreement, you may write or type "see attached" in the appropriate areas on the WHCI Plumbing Supply Company Credit agreement. However, we must receive the completed credit agreement itself and cannot just rely on your Credit Information Sheet. An incomplete application will be returned for completion and credit will not be extended until a complete application is received, reviewed and approved.

Please fax to Attention Credit Department (510) 471-1103 when complete.



# Credit Application & Credit Agreement

**Mail to:** WHCI Plumbing Supply Company  
 2900 Volpey Way  
 Union City, CA 94587

**Phone** (510) 471-5757  
**Fax** (510) 471-1103  
**Web** www.whcisupply.com

This contract is entered into in the County of Alameda and which the parties agree is the place for performance.

The undersigned Applicant hereby applies for an extension of credit with WHCI Plumbing Supply Company and represents and warrants as follows: For the purpose of obtaining merchandise/equipment from WHCI Plumbing Supply Company ("WHCI"), the statements in writing herein are made knowing that WHCI is relying upon same should credit be extended. It is further understood that the information as supplied is confidential and WHCI may rely upon it as accurate until other information is substituted for it. Applicant agrees to inform WHCI of any material change in this information, its financial status or any change in form of business entity

## Applicant (Print Clearly)

Business Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Street Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cell \_\_\_\_\_  
 Mailing Address if different: \_\_\_\_\_ Email \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Phone \_\_\_\_\_

## About Your Company

Type of Business \_\_\_\_\_ of Trade \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_  
 Date Started \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_ EIN / Tax ID # \_\_\_\_\_  
 Entity Type  Sole Proprietor  Partnership  LLC  Corporation  
 Date and State of Incorporation / Organization: Date: \_\_\_\_\_ State: \_\_\_\_\_ Corp / LLC #: \_\_\_\_\_

## Owners/Partners/Shareholders/Members/Officers

Name	Title	% Owned	Social Security Number
	Sole Owner		
	President		
	Vice President		
	Treasurer		

## Billing Information

Do you use Purchase Orders?  Yes  No Type of Materials to be Purchased \_\_\_\_\_  
 Are Job Names Required?  Yes  No Amount of Credit Requested \$ \_\_\_\_\_  
 Are you Taxable?  Yes  No *If No please complete Resale Certificate on following page.*

## Contractors Or Other Licenses Held

Type of License	State	Name of Lic Holder	License Number

## Trade & Bank References

Type	Contact Name	City/State	Phone	Fax	Acct#
Bank					



# Credit Application & Credit Agreement

- Terms:** WHCI Plumbing Supply Company Terms and conditions apply. Copy attached and incorporated by reference.
- Standard Payment Terms:** 2% discount /10th prox., Net 25th.
- Finance Charges:** 1.5% per month on past due balances (18% APR).
- Authorization:** Any of the banks or trade references listed in this Application are authorized to provide WHCI Plumbing Supply Company with any and all information requested and WHCI Plumbing Supply Company is authorized to obtain credit reports on the Applicant or its principals from sources of its choice, whenever it chooses, in its sole discretion.
- Collection Expense:** In the event expenses are incurred in the enforcement of payment of sums due from Applicant, whether or not a lawsuit is filed, WHCI Plumbing Supply Company shall be entitled to recover from Applicant and Guarantors its reasonable costs and expenses incurred, including attorneys' fees.
- Governing Law:** This Agreement and contracts/purchase orders shall be construed in accordance with the laws of the State of California.

Applicant hereby acknowledges that the statements on this application have been made for the purpose of having credit extended to Applicant and hereby gives authorization to WHCI Plumbing Supply Company to obtain reports on the Applicant(s) or its principal(s) from sources of its choice and whenever it chooses, at its sole discretion. Accordingly, Applicant hereby offers to WHCI Plumbing Supply Company to do business under the instant credit application and credit agreement.

Dated: \_\_\_\_\_ Business Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Continuing Personal Guaranty

I personally guarantee payment of any and all indebtedness now owed and hereafter incurred on the above account and agree to be bound by the above terms and conditions. This Continuing Personal Guaranty may be revoked only in writing delivered to WHCI Plumbing Supply Company at 2900 Volpey Way, Union City, CA 94587 with independent proof of actual delivery. Any revocation shall be effective only as to indebtedness incurred after the revocation is received by WHCI Plumbing Supply Company.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Percent Ownership: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Percent Ownership: \_\_\_\_\_

WHCI Plumbing Supply Company accepts the Applicant's offer to do business under the terms stated in the Credit Application and Credit Agreement, along with the terms and conditions which are incorporated by reference

\_\_\_\_\_  
 WHCI Signature line: \_\_\_\_\_ WHCI Representative Title

## TERMS AND CONDITIONS OF SALE

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.

Materials normally carried in inventory of the location of this 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 this invoice and a restocking charge of not to exceed 25%. In addition to 'unused', the materials must be in resalable condition or in its original packaging. (Return of special order merchandise may not be allowed at the sole discretion of the Seller.)

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 the 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, slowdowns and lockouts), civil disturbance, war, acts of terrorism, weather, Government regulations, inability to obtain or revocation of export or import licenses, interruptions of or delay in transportation, materials 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 at 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 charge back, 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.

Consistent with industry custom and practice, Seller will deliver the goods to the specified address even if there is no one there to sign for them, unless Buyer instructs Seller otherwise in writing. Buyer agrees to pay all costs of delivery or redelivery.

In the event of any breach or default by Buyer on the terms and conditions of sale set forth herein; Seller may employ any company, corporation, agency or attorney to collect any and all amounts owing from Buyer to Seller, including but not limited to purchase price, service charges, delivery charges and taxes; and Buyer shall pay to Seller all costs, expenses and fees, including reasonable attorneys' fees, incurred by Seller in the enforcement of the said terms and conditions of sale.

By executing this invoice, the Buyer represents to the Seller that as of the date hereof the Buyer has not ceased to pay its debts in the ordinary course of business, that it can pay its debts as they become due and that it is solvent within the meaning of applicable Federal Bankruptcy laws.

A service charge of 1-1/2% per month (APR 18%) will be charged on all past due balances. All claims for shortage or allowances must be made in writing on date of delivery.

Material furnished for use in the improvement of real property may be subject to the mechanics' lien laws of the jurisdiction in which the material is used.