

Central Valley Builders Supply
Credit Application



Store Locations (*circle one*)

Napa

1790 Soscol Ave
Napa, CA 94559
(707) 257-8888

St Helena

1100 Vintage Ave
St Helena, CA 94574
(707) 963-3622

Woodland

535 N. Pioneer Ave.
Woodland, CA 95676
(530) 666-1200

Healdsburg

160 Grant Ave
Healdsburg CA 95448
(707) 473-9722

To expedite the processing of your application, fax the application in it's entirety to: Sarah (707) 603-0251.

Instructions: Fully complete page-1, page-2, and sign page-3 and page-5. Also, initial the corners of page-3 and page-4 to acknowledge the CVBS terms.

Mail **ORIGINAL** completed & signed 5-page application to:

Central Valley Builders Supply
Attention: Sarah Gavin
PO Box 5749
Napa Ca 94581

Accounts Receivable
(707) 261-7912

Page (1 of 5)
Central Valley Builders Supply
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Date _____

Salesperson _____

PLEASE PRINT

Account Name: _____

Account Owner: _____

Mailing Address: _____
Street City State Zip

Residence Phone _____ Business Phone _____

Fax Number _____ Cell Phone _____

E-Mail Address _____

Type of Account: Personal () Business () Corporation ()

List General Partners, Officers, Fictitious names or Parent Company:

Present Employer _____ Years _____

Contractor's License Number: _____ License Class _____

Social Security / Tax ID Number: _____

Dun & Bradstreet Number: _____

*Resale Account: Yes () No () *Certificate for partial exemption: Yes () No ()

**Note: Please enclose resale card or partial exemption certificate with your application*

Purchase order required: Yes () No ()

Do you require copies of invoices with your monthly statements? Yes () No ()

Please list names of persons authorized to purchase on this account:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

If more space is needed for your authorization list please attach a separate list with your application.

Spouse/ General Partners/Officers/Shareholders:

1. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
2. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
3. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
4. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____

Credit References:

CVBS requires at least four supplier credit references (please make sure to provide fax numbers for the verification process). If you prefer to not provide supplier credit references, simply have the owner/president sign the personal guarantee on page-3 and provide personal social security number and home address on page-1.

1. Bank: Name: _____ Phone: _____

Address: _____ City: _____ State _____ Zip _____

2. Supplier Name: _____ Account # _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

3. Supplier Name: _____ Account # _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

4. Supplier Name: _____ Account # _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

5. Supplier Name: _____ Account # _____

Address: _____ City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

Customer agrees that all persons employed by or related to customer are authorized to charge on this account unless customer notifies CVBS in writing of any limitations to the persons authorized to charge.

Customer certifies that all information contained in this Credit Application is true and correct under penalty of perjury and authorizes CVBS to verify this information and /or obtain additional credit information by securing data from a credit reporting agency.

Customer has read and agrees to all of the CVBS TERMS AND CONDITIONS OF SALE, a copy of which is attached hereto as Exhibit "A" and incorporated into this Agreement by this reference, and agrees to pay for all charges within net thirty (30) days and if the charges are not paid within thirty (30) days, a late charge equal to one and one-half percent (1-1/2%) of the balance due on the account will be added each month to the account.

Customer expressly understands that all sales are final, merchandise is sold with no expressed or implied warranties, and the customer's remedies are limited as set forth in the attached CVBS TERMS AND CONDITIONS OF SALE.

Signed _____
ORIGINAL SIGNATURE REQUIRED—DO NOT STAMP

Signed _____
ORIGINAL SIGNATURE REQUIRED—DO NOT STAMP

Name _____

Name _____

Title _____

Title _____

**** MINIMUM OF ONE SIGNATURE MUST BE OWNER OR OFFICER ****

PERSONAL GUARANTEE

In consideration for the credit extended to the above – listed corporation, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred by the corporation through any of its authorized agents.

Signed _____

Position _____

Signed _____

Position _____

EXHIBIT A

TERMS OF SALE

Customer agrees to each of the following terms and conditions of sale:

1. *Late Charges.* Customer agrees that net payment is due to CVBS on the tenth (10th) of the month following date of purchase and past-due after thirty (30) days. Past-due accounts shall be charged a late charge which is computed by a "periodic rate" of one and half percent (1 ½ %) per month, eighteen percent (18%) per annum, (or a minimum monthly charge of \$.50). Customer agrees that any late charge computed will become part of its financial obligation to CVBS.
2. *Attorneys Fees and Costs.* If the customer's account receivable is referred to an attorney for collection, customer agrees that customer shall pay all collection and attorney's fees, cost, and late charges in addition to the balance due. If either party becomes involved in litigation arising out of this contract or the performance thereof, the court, in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court will not be bound by any court fee schedule; but shall, if it is in the interests of justice to do so, award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
3. *Duty to Inspect.* Customer agrees that all delivery of materials shall be inspected upon receipt and if any errors or irregularities exist, then the errors and irregularities must be reported to CVBS in writing within five (5) days of receipt of the materials, and before using the materials and merchandise otherwise customer waives any right to any claim, refund, or adjustment of any kind with regard to those materials. Customer agrees that CVBS assumes no liability as to use of the materials and merchandise. Customer agrees that when materials are incorporated into the work of improvement, such an act constitutes irrevocable acceptance by the customer that the materials comply with terms of sale. Customer agrees that the quantity stated in the point of sale invoice shall be deemed correct unless customer writes otherwise on the point of sale invoice at the time of delivery.
4. *All Sales are Final.* All sales are final, however, CVBS may in its sole discretion, elect to accept return of merchandise sold to customer provided:
 - A. A ten percent (10%) handling charge will be assessed on stock goods returned for credit. The merchandise must be accompanied by the original invoice, the merchandise must be in the same condition as existed at the time of the original sale by CVBS and the merchandise must be returned within thirty (30) days of the original sale by CVBS. Customer agrees that CVBS is under no obligation to accept return of merchandise in exchange for a credit to customer's account, and specifically agrees that CVBS has no obligation to accept returns or exchanges, regardless of the condition of the merchandise, after thirty (30) days from the date of the original sale.
 - B. Customer agrees that all special order items, including window units, pre-hung doors, and trusses are not returnable by the customer for credit under any circumstances.
 - C. Customer agrees that in the event it is determined that any merchandise or material is defective in any respect or not suitable for any particular purpose, customer agrees that customer's legal and equitable remedies are limited to the replacement of the defective material and/or merchandise and in no event is CVBS liable for more than the difference between the purchase price of the original merchandise that is determined to be defective, and the actual value of the defective merchandise. Further, customer agrees that no action arising from or relating to the sale of alleged defective merchandise or materials shall be commenced against CVBS more than one (1) year after delivery of said merchandise or materials. This limitation applies to all actions of any character, whether at law or in equity, and whether sound in contract, tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment, or misrepresentation.
5. *Delay.* CVBS shall be excused for any delay in the delivery of any merchandise or materials caused by acts of God, acts of customer or customer's agent, stormy weather, labor trouble, acts of public entities, public bodies, or inspectors, extra work, failure of customer to make progress payments promptly, or other contingencies unforeseen by CVBS and beyond the reasonable control of CVBS.
6. *Delivery.* Prices are based on delivery to points accessible by CVBS trucks only. CVBS furnishes no lanterns for loads dumped in street and customer agrees that CVBS assumes no risk or liability in the method and manner in which the merchandise is delivered and stored at the delivery point. All merchandise and materials sold shall be delivered to the curb only, and customer agrees that CVBS is not responsible for broken sidewalks or curbs where customer or its agent request delivery onto the premises. Customer is responsible for adequate access to the delivery location and agrees to deliver materials off standard highways and streets.
7. *Price Verification.* All Prices stated in the point of sale invoice are subject to price verification by CVBS. Corrections in said prices will be reflected in customer's monthly statement.
8. *Indemnification.* To the fullest extent permitted by law, the Customer shall indemnify and hold harmless CVBS and all of its agents and employees from and against all claims, damage, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the merchandise and materials delivered to Customer by CVBS.

