

# Central Valley Truss Company (CVTC) Credit Application

*PLEASE PRINT*

Date \_\_\_\_\_ Salesperson \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City State Zip Code

Residence Phone: \_\_\_\_\_ Contractor's License Number: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Social Security/Tax ID Number \_\_\_\_\_  
Fax Number: \_\_\_\_\_ Dun & Bradstreet Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Type of Account: Personal ( ) Sole Proprietor or Gen. Partnership ( ) Corporation or LLC ( )  
List General Partners, Fictitious names, or Parent Company \_\_\_\_\_

Do you currently have an account with Central Valley Builders Supply? \_\_\_\_\_ YES \_\_\_\_\_ NO

## Spouse/General Partner/Officer/Shareholders:

- 1) Name \_\_\_\_\_ Address \_\_\_\_\_  
Position \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_
- 2) Name \_\_\_\_\_ Address \_\_\_\_\_  
Position \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_
- 3) Name \_\_\_\_\_ Address \_\_\_\_\_  
Position \_\_\_\_\_ SS# \_\_\_\_\_ DL# \_\_\_\_\_

## Credit References:

- 1) Bank Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 2) Supplier Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax# \_\_\_\_\_
- 3) Supplier Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax# \_\_\_\_\_
- 4) Supplier Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax# \_\_\_\_\_
- 5) Supplier Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax# \_\_\_\_\_
- 6) Supplier Name: \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone# \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax# \_\_\_\_\_

Customer agrees that all persons employed by or related to customer are authorized to charge on this account unless customer notifies CVTC 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 CVTC 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 CVTC TERMS AND CONDITIONS OF SALE, a copy of which is attached as Exhibit 'A' and incorporated into this agreement by this reference, and agrees to pay for all charges within net 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 CVTC TERMS AND CONDITIONS OF SALE.

**WARNING:** We are compelled to warn you that trusses can cause property damage and/or personal injury if improperly installed or braced. Customers or his agent's acceptance of the trusses shall constitute his/her affirmative representation that they are fully trained in the proper and safe methods of truss installation and bracing. Please refer to BCSI-B1 Jobsite Safety Package Guide for Handling Installing and Bracing of Metal Plate Connected Wood Trusses. This guide is available in both English and Spanish. Also, it is the customer's responsibility to provide access to the jobsite.

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

### Personal Guarantee

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

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

## TERMS OF SALE-Central Valley Truss Company

### Exhibit A

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

1. *Late charges.* Unless otherwise specified in a specific CVTC Purchase Order, Customer agrees that net payment is due to CVTC on a net 30 days basis from date of delivery. Should you delay the date of delivery, then payment is due net 30 days from date of the original delivery date. 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. Customer agrees that any late charge computed will become part of its financial obligation to CVTC.
2. *Attorneys Fees and Costs.* If the customer fails to pay CVTC as provided by these Terms of Sale and the Purchase Order, then customer agrees that customer shall pay all CVTC's collection costs, including but not limited to attorney's fees and costs, and late charges in addition to the balance due. 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 CVTC 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 CVTC assumes no liability as to the handling, installation, or bracing of the Metal Plate Connected Wood Trusses or Floor Trusses or any of their components. 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 the terms of sale.
4. *All sales are final.* Customer acknowledges that the purchase of roof or floor trusses is manufactured specifically for the customer's benefit. As such, we can not accept the return of any manufactured truss under any circumstances. Should it be determined that any truss is defective in any respect, the 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 CVTC liable for more than the difference between the purchase price of the original trusses that is determined to be defective, and the actual value of the defective trusses. Further, customer agrees that no action arising from or relating to the sale of alleged defective trusses shall be commenced against CVTC more than one (1) year after delivery of said trusses. 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.* CVTC 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 CVTC and beyond the reasonable control of CVTC.
6. *Delivery.* Unless specifically included in the CVTC Purchase Order, delivery of the product to project is not included. If delivery is specifically included in a CVTC Purchase Order, then the following terms shall apply. The delivery charge is based on delivery to points accessible by CVTC trucks only. Plate line delivery is available only if specified in the CVTC Purchase Order and the jobsite can be safely accessed by our crane truck with level and firm ground conditions and access within 8 feet of the building. Trees and power lines can restrict proper access for plate line delivery. CVTC will not deliver trusses over, under, or near any power lines. If Customer, or its representative, requests that CVTC traverse over concrete, asphalt, sidewalks, or landscaping, then customer agrees that CVTC shall not be liable for any resulting damage. If, in the sole discretion of the CVTC driver that the proposed delivery to the plate line is unsafe, then Customer agrees that CVTC has satisfied its delivery obligation by depositing the trusses on the ground. Customer agrees to provide a knowledgeable representative to assist with the unloading and placing of the trusses. Should Customer fail to supply a qualified representative to receive the trusses, then Customer agrees that the CVTC driver may, at his or her sole discretion: 1) wait a reasonable period time until the Customer's representative arrives, (in this case Customer agrees to pay CVTC for the stand by time); 2) return to the plant, (in this case Customer agrees to pay another delivery charge); or 3) deposit the trusses at the project site, Any standby time is billed at CVTC's current posted standby rates. Due to traffic and delays at previous deliveries during the day, CVTC can not commit to an exact time of delivery Consequently CVTC will only commit to a morning or afternoon delivery, but CVTC will inform Customer when the truck leaves the plant upon receipt of the Customer's request the day of the delivery. If for any reason Customer cancels a scheduled delivery, the rescheduled delivery will be at the convenience of CVTC. Customer agrees to limit

any claim relating CVTC delivery of the trusses to the actual damages suffered by Customer, or the delivery charge specified in the CVTC Purchase Order, whichever amount is less.

7. *Delivery Tags.* Customer agrees that it is not always practical to sign delivery tags at the moment of delivery. Consequently customer agrees that it waives any claim that material was not delivered where no delivery tag was signed, if the Customer fails to notify CVTC in writing of any objection within 72 hours of the delivery, and this presumption of waiver shall be conclusive if the Customer fails to notify CVTC of any objection within 5 days of receipt of the CVTC monthly invoice.
8. *Shop Drawings.* Prior to delivery, CVTC will deliver to Customer 3 original copies of CVTC Shop Drawings signed by a registered engineer specifying the trusses that CVTC proposes to construct and deliver to Customer. Additional copies may require a fee.. Customer agrees to notify CVTC in writing of any objection or changes to the CVTC Shop Drawings within 5 days of receipt of the CVTC Shop Drawings. CVTC has no duty to proceed with the fabrication or delivery of the trusses until Customer approves the CVTC Shop Drawings in writing, and Customer agrees that CVTC shall have no liability for any delay resulting from the Customer's failure to timely approve the CVTC Shop Drawings. In approving the shop drawings, Customer agrees that: it is Customer's responsibility, not CVTC, to check all quantities, measurements, drawings, loads and all other information contained in CVTC's Shop Drawings supplied for any errors, and otherwise determine whether the CVTC Shop Drawings are suitable for the Customer's Project, and comply with the Project's plans, specifications, and design.
9. *Warranty & Limitation of Liability.* Customer agrees that CVTC's obligation to Customer is limited to the fabrication of the trusses according to the specifications of the approved CVTC Shop Drawings. CVTC warrants that the trusses will be free from defects in material and workmanship for a period of one year following the delivery. IT IS EXPRESSLY AGREED THAT THIS WARRANTY WILL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY, and Customer expressly waives any claims that the trusses are not suitable for the Project, that the trusses do not comply with the Project Contract Documents, Plans, and Specifications. Should the trusses be altered or changed in any way without the written permission by CVTC and its engineer, then Customer agrees that all expressed and implied warranties are void, and CVTC shall have no further liability relating to the trusses. Customer agrees that CVTC shall have the right to repair any allegedly defective or incomplete trusses. Customer agrees that a material inducement to extend credit and provide the trusses pursuant to the CVTC Purchase Orders is this limitation of liability and CVTC's right to repair and complete any work that is determined to be defective. Should the Owner or Customer refuse to permit the CVTC a reasonable time to inspect, repair or complete the work, then the Owner or Customer waives any claim to recover the cost to repair and complete the work or any claim for diminution of value, against the CVTC. Further, Owner or Customer agrees that if, in the event any defective or incomplete work is discovered, CVTC shall be permitted reasonable access to investigate and inspect the work. The failure to permit such access and inspection shall result in the waiver of any claim by Owner or Customer against CVTC. In the event it is determined that there is a defect in the work provided by CVTC, Owner or Customer agrees that legal and equitable remedies are limited to the cost of repair or replacement of the defective work, or the diminution in value of the defective work, whichever is amount is less, but in no event greater than price of the product sold and installed.
10. *Insurance.* Customer shall obtain and maintain in force "Builder's Risk" or "Course of Construction" insurance policies for projects that CVTC supplies trusses to cover risks of loss and damage. These policies shall provide that CVTC is an additional insured, and mutual waiver of subrogation. If the project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by CVTC in rebuilding or restoring the trusses shall be paid for by Customer as Extra Work. The Customer waives all rights against CVTC for damages caused by perils covered by the Builder's Risk. In the event Customer failed to procure a "Builder's Risk" insurance policy specified in this agreement for any reason, then the Customer or Owner waives all claims against CVTC for damages caused by perils of fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot, and civil commotion, theft, vandalism, malicious mischief, and debris removal.
11. *Indemnification.* To the fullest extent permitted by law, the Customer shall indemnify and hold harmless CVTC 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 CVTC, except those claims arising out of CVTC sole negligence, or willful misconduct. Customer will employ, at Customer's expense, counsel to be nominated by CVTC for consultation and defense under this indemnity agreement.