

MAIL THIS APPLICATION TO:

# APPLICATION FOR COMMERCIAL CREDIT

## HAJOCA CORPORATION

Applicant: Business or Corporate Name			Application Date		
Business Street Address			Billing Address		
City	State	Zip Code	City	State	Zip Code
Business Telephone No.		Business Fax No.		Year Business Was Established	
Business Email Address			Contractor's License No.		
Applicant is Engaged in the Business of			Amount of Monthly Credit Desired		
Sales Tax Exempt? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If Yes, Please Attach a Copy of Valid Exemption Certificate					
Type of Business <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC					
Business Building is <input type="checkbox"/> Owned <input type="checkbox"/> Rented/Leased			Monthly Statement Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Invoice Delivery Options: <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail

**PLEASE ATTACH A COPY OF APPLICANT'S MOST RECENT FINANCIAL STATEMENT**

### BANK OR SAVINGS AND LOAN ASSOCIATION:

Name	Branch Address	Account No.	Phone No.
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### SUPPLIER REFERENCES:

Name	Address	Phone No.	Account No.	Fax No.

Have You Done Business with Other Hajoca Locations? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Please List:
Has a Tax Lien or Civil Suit Been Filed Against Applicant or Any of Its Principals, Partners, Officers or Directors Within the Past Six Years? <input type="checkbox"/> Yes <input type="checkbox"/> No
Has Applicant or Any of Its Owners, Principals, Partners, Officers or Directors Ever Filed a Voluntary Petition in Bankruptcy or Been Adjudged Bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is Applicant or Any of Its Owners, Principals, Partners, Officers or Directors a Guarantor or Endorser of Debts or Notes Owed by Other? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are There Any Past Due Taxes Owed by Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No

**GENERAL TERMS:** This Credit Application ("Application") is between Hajoca Corporation ("Hajoca") extending credit and the Applicant named on page one hereof ("Applicant"). Applicant acknowledges that Applicant is furnishing the information requested herein, including Applicant's financial statement, for the purpose of procuring credit from time to time with Hajoca. Applicant represents and warrants that said information is true and correct and an accurate and complete statement of the Applicant's financial condition. Applicant authorizes Hajoca to obtain credit and financial information concerning Applicant at any time and from any source. In addition, Applicant authorizes Hajoca to contact the credit references listed herein and hereby grants permission to those references to release information about Applicant's credit history.

**ENTIRE AGREEMENT:** This Application, along with the terms and conditions set forth on Hajoca's quotations, invoices and delivery tickets (incorporated herein by this reference), constitute the entire agreement between the parties and supersede any terms and conditions set forth on any purchase order submitted to Hajoca by Applicant. Applicant hereby agrees to be bound by such terms and conditions. Applicant hereby agrees that the terms and conditions of any purchase order, other than the identity of and quantity of the material being purchased, are null and void and of no legal effect.

**TERMS OF PAYMENT:** In consideration of Hajoca extending credit to Applicant, Applicant agrees to pay for all material delivered to or at Applicant's request on or before the 25th day of the month following the month in which the material was delivered unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the Hajoca invoice. Unless accompanied by specific remittance instructions, Applicant agrees that Hajoca is authorized to apply all unspecified payments at Hajoca's discretion. Applicant acknowledges and agrees that it will be charged one percent (1%) per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid by the 25th day of the month following the month in which the material was delivered. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Applicant agrees to promptly pay said service charge and interest. Waiver of any service charge and/or

interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and Hajoca are parties to a written contract. Applicant agrees to pay a reasonable fee, not to exceed the maximum allowed by state law, for any checks which are returned for non-sufficient funds or are dishonored for any reason.

**DISPUTE RESOLUTION:** Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Hajoca's option and at a venue selected by Hajoca. In the event Hajoca elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by Hajoca. In addition to paying all sums due hereunder, Applicant agrees to reimburse Hajoca for all costs of collection including, without limitation, reasonable attorney's fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

**TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the material supplied by Hajoca, shall be held in trust of the benefit of Hajoca. Applicant agrees to promptly pay to Hajoca all such funds. Upon request, Applicant shall irrevocably assign to Hajoca its accounts receivable from anyone to the extent that such receivable results from material supplied by Hajoca.

**CREDIT LIMIT:** Upon approval of this Application, Applicant may receive a credit limit which may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that Hajoca shall have no liability arising out of a credit limit being exceeded.

**ASSIGNMENT:** Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by Hajoca under the terms of this Application.

**CERTIFICATION:** The person(s) executing this Application hereby represents that he/she has authority to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms.

**ECOA NOTICE:** THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

**FCRA NOTICE:** THE UNDERSIGNED HEREBY CONSENT(S) TO HAJOCA'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZE(S) HAJOCA TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

**OWNERS (IF APPLICANT IS A SOLE PROPRIETORSHIP OR PARTNERSHIP)  
OFFICERS (IF A CORPORATION) MEMBERS (IF LLC)**

Social Security No.	Name	Home Address	Home Phone No.
Social Security No.	Name	Home Address	Home Phone No.
Social Security No.	Name	Home Address	Home Phone No.
Are Principals Involved with Affiliated Companies? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Please List:			

**By signing here, the undersigned warrants the above Application for Commercial Credit has been carefully read and the Applicant understands the same.**

\_\_\_\_\_  
Name of Business Applicant                      Signature of Authorized Individual                      Title                      Please Print Name of Authorized Individual

**PERSONAL GUARANTY**

For value received and to induce Hajoca Corporation ("Hajoca") to extend credit to Applicant, the undersigned Guarantor (even if more than one Guarantor) hereby jointly and severally warrants and unconditionally personally guarantees to Hajoca the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to Hajoca, as described in this Application for Commercial Credit, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. If Hajoca retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant or Guarantor, including the filing of foreclosure actions on liens filed due to Guarantor's failure to make payment, Guarantor agrees to pay attorney and/or collection fees, costs and other related expenses in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Hajoca may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. This Guaranty shall continue in force until written notice of termination is sent by registered or certified mail, return receipt requested, is received by Hajoca, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be not less than seven (7) days after the described notice is received and shall not affect transactions which Applicant entered into prior to the termination date. Guarantor authorizes Hajoca to obtain credit and financial information concerning Guarantor at any time and from any source. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

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**By signing here the undersigned warrants the above Application for Commercial Credit has been carefully read and the Guarantor understands the same.**

\_\_\_\_\_  
Social Security No.                      Date                      Guarantor

\_\_\_\_\_  
Social Security No.                      Date                      Guarantor

**SPACES BELOW ARE FOR HAJOCA CORPORATION USE ONLY**

PC No.	PC Manager Approval	Credit Approval
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