



**WESTERN STATES
GLASS**



790 West 12th Street
Long Beach, CA 90813
Phone: (562) 983-1374
Fax: (562) 590-9981
Toll-Free: (800) 859-2060

CREDIT APPLICATION FORM

CUSTOMER NO	CREDIT LIMIT	TERMS	SALES REP	TERRITORY	APPROVED BY

FOR OFFICE USE ONLY

PAYMENT METHOD OPEN ACCOUNT COD DATE

This application is made for the sole purpose of obtaining an account with **TOTAL MONT LLC dba Western States Glass**. Once application is evaluated and approved, applicant will be granted the same payment terms of sale with Western States Glass. Applicant acknowledges that Western States Glass is relying on the truth and accuracy of the information provided in this application and warrants that all statements in this application are complete, accurate, and truthful. Applicant further acknowledges that if this application is approved by Western States Glass, applicant and guarantor shall each be bound by the terms and conditions set forth in this application and in the "Standard Terms And Conditions" ("**Conditions**") attached hereto, all of which are incorporated by reference herein. All such Conditions shall govern each and every purchase by applicant from Western States Glass and the Guaranty shall apply to all such purchases. The Conditions can also be downloaded at <http://www.wsglass.com> by selecting "Click here to download our Terms and Conditions in a PDF format." This Application constitutes Applicant's and the undersigned Guarantor's written consent to Western States Glass obtaining business and personal consumer credit reports for evaluating the extension of credit, and the collection of debt.

PLEASE COMPLETE EACH LINE IN THE FOLLOWING SECTION

COMPANY NAME PHONE

BILLING ADDRESS CITY STATE ZIP

SHIPPING ADDRESS CITY STATE ZIP

STATE LICENSE NUMBER FEDERAL ID NUMBER

CONTACT PERSON FOR ACCOUNTS PAYABLE EMAIL

IF TAX EXEMPT, ATTACH SIGNED RESALE CERTIFICATE. NOTE, IF RESALE CERTIFICATE IS NOT PROVIDED, APPLICABLE TAX WILL BE CHARGED

ATTACHED CORPORATION PARTNERSHIP JOINT VENTURE SOLE OWNER

BUSINESS ESTABLISHED DATE CONTRACTOR'S LICENSE NO.

BONDING COMPANY BOND # EXPIRATION DATE

COMPLETE ONLY ONE OF THE FOLLOWING AS IT APPLIES TO THE ACCOUNT NAME ABOVE

INDIVIDUAL OR SOLE OWNERSHIP

OWNER'S NAME NUMBER OF YEARS IN BUSINESS

BIRTH DATE SOCIAL SECURITY# SPOUSE NAME

PRESIDENT ADDRESS CITY STATE ZIP

PREVIOUS ADDRESS CITY STATE ZIP

PHONE NUMBER HOW LONG

PARTNERSHIP (IF MORE THAN 2, LIST ON A SEPARATE PAGE)

WRITTEN AGREEMENT NO WRITTEN AGREEMENT GENERAL LIMITED DATE STARTED _____

PARTNER¹ NAME _____ BIRTH DATE _____ SOCIAL SECURITY# _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

PARTNER² NAME _____ BIRTH DATE _____ SOCIAL SECURITY# _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

CORPORATION

STATE OF INCORPORATION _____ YEAR _____ CORPORATE NUMBER _____

CORPORATE ADDRESS _____ REGISTERED AGENT _____

PRESIDENT _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

VICE PRESIDENT _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

SECRETARY _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

[LIST ADDITIONAL OWNERS ON SEPARATE PAGE] APPROXIMATE PRESENT NET WORTH OF CORPORATION \$ _____

TYPE OF BUSINESS _____ DATE ESTABLISHED _____ ANTICIPATED MONTHLY PURCHASES \$ _____

PREVIOUS BUSINESS NAME, INDUSTRY EXPERIENCE (IF ANY), ASSOCIATED OR RELATED COMPANIES (LIST) _____

HAVE YOU, OR ANY COMPANY WHICH YOU BEEN AN OWNER, FILED FOR BANKRUPTCY? Yes No

IF YES, NAME OF COMPANY _____ YEAR FILED _____ STATE FILED _____ OUTCOME _____

SIZE OF SHOP _____ NUMBER OF EMPLOYEES _____ IS BUILDING OWNED OR LEASED

TYPE OF GLASS PURCHASED _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK REFERENCE _____ PHONE _____

REGULAR CHECKING SAVINGS LOAN(S)

ACCT# _____ ACCT# _____ ACCT# _____

SECURITY GIVEN TO BANK _____
[PLEASE LIST]

ATTACH A CURRENT FINANCIAL STATEMENT OR MOST RECENT TAX RETURN TO THIS APPLICATION FOR CREDIT EVALUATION PURPOSES. ALL INFORMATION WILL BE HELD IN STRICT CONFIDENCE.

PLEASE LIST THREE MAJOR GLASS TRADE REFERENCES. PLEASE LIST COMPLETE NAME, EMAIL & PHONE NUMBER

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

WARRANTIES BY APPLICANT

I/We warrant all information to be true. I/We agree to pay my/our account in accordance with, and to otherwise be bound by, the terms and conditions in this application and the Conditions attachment hereto and on Western States Glass website. Open Account Credit Terms are due Net 30 days from date of invoice. COD terms are payable on delivery. Certain orders may require a deposit before production and payment before delivery. I/We agree to be responsible for all glass orders accepted once orders have been produced. Should I/We fail to accept delivery or pick-up order, I/We will be responsible for payment. Finance charges of 2% per month will be assessed on all balances that are delinquent. Unless otherwise stated, all shipments are F.O.B. Western States Glass warehouse. In the event payment is not made when due, credit terms may be withdrawn or modified, at Western States Glass' option. I/We will notify you of any claims for defective glass within 24 hours of delivery. Western States Glass liability therefor will be limited to the amount billed by Western States Glass for such products.

NAME _____ TITLE _____ DATE _____

AUTHORIZED _____ BUSINESS NAME _____

PERSONAL GUARANTY

In consideration of any credit extended to Applicant, the undersigned guarantor(s) hereby each personally guaranty the payment of all sums now or hereafter owing by Applicant to Western States Glass. Guarantor(s) waive(s) the benefit of any limitations affecting liability hereunder or the enforcement thereof to the extent permitted by law. Additional terms governing this guaranty are contained in the Conditions attached and at <http://www.wsglass.com>. This is an absolute and continuing guaranty.

NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____ SOCIAL SECURITY NUMBER _____

NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____ SOCIAL SECURITY NUMBER _____

———— Please return to Western States Glass via FAX 562-590-9981 or via E-mail to kristin@wsglass.com ————

1. Terms and Conditions Govern All sales by Western States Glass a California corporation, and/or its divisions or subsidiaries (hereinafter alternatively referred to collectively as “**Western States Glass**” or “**Seller**” to any buyer (“**Buyer**”) shall be governed exclusively by Western States Glass. Standard Terms and Conditions (“**This Agreement**”). The provisions of all purchase orders from Buyer, except for the quantity and description of the products, shall be deemed null and void. All sales are final. No agreement between Western States Glass and Buyer shall create a third-party beneficiary agreement. No general contractor or other third-party may rely upon performance of This Agreement by **Western States Glass**.

2. Price No verbal quotations shall be binding, until or unless confirmed by Western States Glass in a written quotation, confirmation, or invoice and then the provisions of This Agreement shall constitute the sole, exclusive, and entire agreement. Unless otherwise specified in writing and signed by an officer of Seller, a written price quote (“**Quote**”) is valid for a period of 90 days subject to Seller’s right to withdraw the Quote if the price is affected by circumstances beyond Seller’s control. The reference number on the Quote must appear on Buyer’s Purchase Order to receive the quoted price. Seller will not assume the costs for items or methods not specifically indicated on the Quote. Price is subject to final review and specifications at the time of order. Yields may affect pricing at the time Buyer’s order is placed and/or released for production. Energy surcharge is a variable factor adjusted quarterly and will be charged at the rate in force at the time Purchase Order is received.

3. Taxes Prices on the products specified herein are exclusive of all taxes and other levies of taxing authorities, including, but without limitation, taxes on manufacture, sales, receipts, occupation or use. Wherever applicable as determined by Seller, such tax or taxes will be added to the purchase price as a charge to be paid by Buyer. **Buyer is responsible to pay any taxes and any customs duties, fees, and tariffs. In the event Seller is required to pay any such taxes, Buyer shall immediately reimburse Seller.**

4. Delivery Delivery or shipping dates, if any, set forth in the Purchase Order are approximate only, non-binding and merely represent Seller’s best estimate of the time required to make delivery or shipment. Yields and availability of some products may affect delivery dates at the time Buyer’s order is placed and/or released for production. Seller’s obligations hereunder may also be dependent upon Seller’s ability to obtain the necessary raw materials, parts, and other components. Seller will not be liable for any loss or expense (consequential, liquidated or otherwise) incurred by Buyer or Buyer’s end customers as a result of any delay in delivery for any reason other than arbitrary refusal by Seller to perform. Delivery is subject to compliance with all U.S. export rules and regulations and Buyer shall comply with the foregoing, including providing all necessary information, documents and certifications required by law. Buyer is cautioned to make allowance for delays. SELLER shall not be liable to Buyer, nor to anyone else, for delays regardless of the cause of the delays.

5. Inspection and Acceptance Buyer shall inspect each order of products upon receipt thereof. If Buyer determines that a product is nonconforming or defective (a “**Rejected Product**”) (provided that such non-conformity or defect did not result from damage caused after shipment by Seller), then Buyer shall deliver written notice to Seller by the 2nd day following receipt of the product setting forth the alleged reason for the Rejected Product, date of purchase, date of receipt, and invoice number. Buyer shall return the Rejected Product at its cost to Seller. Unless Buyer provides Seller with such written notice by such 2nd day, then such products shall be deemed finally inspected and accepted by Buyer. If Seller examines such Rejected Product to its satisfaction and determines that such damage or defect exists, and was not caused by the negligence, misuse, improper storage, or other accident of Buyer or any third-party, then Seller shall replace such Rejected Product or issue a credit for the sales price of such Rejected Product. Any claim of Buyer related to damage during shipping or delivery should be made directly to the carrier (unless delivery was made by Seller). Seller’s invoice or shipping list delivered with the products, when signed by any employee of Buyer, shall be deemed accurate and binding on Buyer, and an acceptance of the products.

6. Payment Unless otherwise agreed in writing by Seller, Buyer shall submit, with each Purchase Order, payment in full of the invoice price for the Purchase Order Purchase Order plus anticipated shipping, sales, use, excise or similar taxes and anticipated customs duties, imposts, tariffs or other charges for such Purchase Order. All payments shall be made in U.S. Dollars. If Seller expressly agrees in writing to “net 30-day payment,” payment for products purchased hereunder shall be Net 30 days from the date of the applicable invoice. All orders are subject to approval of Seller’s credit department. Seller may, at any time, require payment in advance or satisfactory security for payment of an invoice when due. Buyer will not withhold payment or the purchase price of products or any other amount payable to Western States Glass in connection with this document in the event of a dispute between Buyer and Seller.

7. Freight Buyer shall specify the mode of delivery in Buyer’s Purchase Order. Western States Glass will replace any product(s) damaged during the delivery of product(s) using Western States Glass’ vehicles. Western States Glass shall not be responsible for loss, damage, or delay caused by Buyer’s use of contract or common carriers. Buyer will be responsible for filing and recovering on any and all freight damage claims. Buyer is responsible for discovering concealed freight damages. Western States Glass will not be responsible for such damage. Risk of loss shall transfer to Buyer upon delivery of products to a common carrier, to Buyer’s place of business, to Buyer’s employees or agents, to a job site, or to any other location specified by Buyer.

8. Product Suitability Buyer is solely responsible for determining whether a product purchased from Western States Glass is suitable for Buyer’s needs or application. Western States Glass makes no warranties regarding suitability of product(s) for Buyer’s needs. Western States Glass will not, by responding to requests for or otherwise providing information or opinions, assume any responsibility for the design or suitability of the Buyer’s product(s) in the proposed application. Buyer will at all times be responsible for determining the suitability of Western States Glass information, opinions, processes, products and services for use in Buyer’s own applications and for identifying and performing to the Buyer’s satisfaction all quality control tests and analyses necessary to assure that the Buyer’s products and services will be safe, acceptable and suitable for use under end-use conditions.

9. Default by Buyer If Buyer fails to pay the purchase price or any other sums in full when due, or if Buyer fails to observe, keep or perform any other provision of these Terms and Conditions, Seller shall have the right to exercise any one or more of the following remedies (a) withhold further deliveries; (b) terminate any and all contracts with Buyer upon oral or written notice; (c) recover all sums then accrued or thereafter accruing, under the Purchase Order; (d) take possession of any or all products without demand or notice, wherever same may be located, without court order or process of law, and Buyer hereby waives any or all damage occasioned by such taking of possession; and/or (e) pursue any other remedy at law or in equity (without bonding therefor), including, but not limited to, recovering loss of profit damages and all damages resulting from the condition of the products and Buyer’s breach. Buyer authorizes Seller to offset against any amount which Seller owes to Buyer, any amount which Buyer owes to Seller. All amounts that are not paid when due bear interest at the rate of 2% per month. Buyer shall be liable for all collection costs, including reasonable attorneys fees and costs, and costs of any collection service. All such remedies are cumulative, and may be exercised separately or concurrently.

10. WARRANTY THERE ARE NO EXPRESS WARRANTIES EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WITH REGARD TO PRODUCTS SOLD BY WESTERN STATES GLASS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Unless otherwise limited or extended by Western States Glass in writing, products sold by Western States Glass are warranted to be free from manufacturing defects for one (1) year from date of shipment to Buyer. The sole obligation of Western States Glass under this warranty is to repair, or at its option, replace defectively manufactured product(s) without charge to Buyer within the warranty period. No other remedies are available. **NO WARRANTY IS MADE BY WESTERN STATES GLASS WITH RESPECT TO**

(a) Defectively manufactured product(s), notice of which is not provided within the applicable warranty period;

(b) Failure of the product(s) due to misapplication, lack of proper maintenance, improper installation, failure to follow technical literature or instructions, abnormal conditions of temperature, moisture or dirt, rough handling, job site/window or glass cleaning scratching or other abuse, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product(s); (c) Failure due to improper design by the engineer or architect; (d) Failure due to product(s) subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.); (e) Glass breakage of any kind. Western States Glass shall not be liable for any expenses of the Buyer incurred in an attempt to correct any allegedly defective product without first obtaining written permission from an authorized Western States Glass representative authorizing the correction(s) within cost parameters agreed between the parties. Any liability of Western States Glass to Buyer, whether arising out of or related in any way to any contract, negligence, strict tort, warranty, or otherwise, shall be limited to Western States Glass choice of any one of the following (a) the repair of the defective products by Western States Glass; (b) the delivery of non-defective and conforming product to BUYER or to BUYERS' customer (c) the payment by Western States Glass to Buyer of the reasonable cost of repairing or replacing the defective products, but not the cost of removing or reinstalling products; or (c) the cancellation of the contract, return of the products in question to Western States Glass, and Western States Glass refund of the purchase price to Buyer. These remedies are exclusive; Buyer waives all other remedies.

11. LIMITATIONS ON Western States Glass LIABILITY Western States Glass shall not, under any circumstances, even if advised of the possibility of such damages, be liable to BUYER or BUYER'S customer for indirect, consequential, special, economic, incidental, or punitive damages whether the damages were foreseeable or arise out of tort, strict liability, product liability, or any other legal theory, except as precluded by law. Without limiting the generality of the preceding, Western States Glass shall not be liable for loss of or damage to other property; lost profits or revenue; damage to reputation; the labor and material cost of removing and reinstalling defective or nonconforming products; or damages caused by delays, back-charges, or loss of use. Western States Glass shall not be liable for damage to the products due to failure to properly care for and maintain the products. All limitations on Western States Glass liability contained in This Agreement shall apply not with standing the negligence, or intentional tort of any employee, agent, or subcontractor of Western States Glass.

12. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of California. Any suit, whether arising from contract, tort, or otherwise, must be brought in the Los Angeles Superior Court, Central District, or in the Federal District Court in Los Angeles.

13. Indemnity Buyer shall indemnify, defend and hold Seller and its affiliates, directors, officers, agents, servants, employees, successors and assigns against, and hold them harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, losses and liabilities, including actual attorney's fees and costs arising out of, connected with, or resulting from any of Seller's products following their shipment (including, without limitation, the delivery, possession, use, storage, and sale of the products) or breach of these Terms and Conditions or any Purchase Order by Buyer.

14. Waiver by Seller of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer here under shall not be deemed to be a waiver of such right.

15. Force Majeure Western States Glass shall not be liable for any failure to perform its obligations hereunder if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, delay or interruption in shipment, compliance with import and exports regulations, or other cause beyond its reasonable control.

16. Collateral Recovery If Western States Glass seeks to recover payment from a collateral source, pursuant to Division 4, Part 6 (Work of Improvement) of the California Civil Code (for example, against the owner of real property on a Mechanic's Lien claim), Western States Glass shall only be required to credit against Buyer's account the net amount recovered after deducting costs and actual attorneys' fees incurred. Furthermore, in the event that Avalon is unsuccessful in its attempt to recover from a collateral source, Avalon costs and attorneys' fees incurred in the unsuccessful attempt shall be chargeable to and collectible from Buyer. For purposes of proceeding against a collateral source, all unpaid invoices for purchased products by Buyer shall be deemed immediately due and payable.

17. Personal Guaranties If any personal guaranty(s) has been executed as part of a Credit Application, the following constitute the terms of the Guaranty: Guarantor jointly and severally personally guarantees payment of all present and future indebtedness of Buyer to Western States Glass including all renewals and extensions of such indebtedness. Guarantors consent to Western States Glass obtaining personal and business consumer credit reports on them for (a) the extension of credit to Buyer, or (b) the collection of debt from Buyer and/or Guarantor(s). Guarantor waives all notices from Western States Glass and waives the right to require Western States Glass to proceed against Buyer. Guarantors waive the benefit of any limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. Guarantor agrees that Guarantor's personal guaranty shall not be deemed to be suspended, stayed, released, terminated or discharged by any of the following: any modification, substitution, settlement, supplement, extension of time, or compromise granted to Buyer; any change in the relationship between Guarantor and Buyer, including the sale of any or all of Guarantor's ownership interest in Buyer; the execution of new or additional guarantees by Guarantor or by others; any change whatsoever in the business relationship between Western States Glass and Buyer, including but not limited to any change in credit terms, amount of credit, or amount of interest or service charges; any transfer of new or additional security by anyone for payment of Buyer's indebtedness to Seller; the bankruptcy of Buyer; the release or discharge of Buyer's debt to Western States Glass; an automatic stay of proceedings against Buyer; Western States Glass failure to exercise diligence against Buyer or against any guarantor, including Guarantor; a failure or refusal by Buyer to execute a new or updated Credit Agreement and/or personal guaranty; or Western States Glass knowledge that Guarantor is not an officer or owner of Buyer. This is an absolute and continuing Guaranty. It shall be conclusively presumed that all sales by Western States Glass to Buyer are made in reliance upon Guarantor's personal guaranty. Guarantors waive the benefit of any limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. This is an absolute and continuing guaranty.

18. Consumer Credit Reports Buyer consents to Western States Glass obtaining consumer or business credit reports on Buyer for (a) the extension of credit, or (b) the collection of debt. All Guarantors of Buyer's obligations to Western States Glass consent to Western States Glass obtaining personal consumer credit reports and business consumer credit reports, on them for (a) the extension of credit to Buyer, or (b) the collection of debt from Buyer and/or Guarantors.

19. Entire Agreement These Terms and Conditions, together with any Application for Credit furnished by Western States Glass and executed by Buyer, any Purchase Order issued by Western States Glass, any Quotation issued by Western States Glass, and any guaranty of Buyer's obligations to Western States Glass shall collectively constitute the entire agreement between Western States Glass and Buyer. These Terms and Conditions and the obligations of Buyer hereunder shall not be assigned, delegated or transferred, by operation of law or otherwise, without the prior written consent of an officer of Western States Glass. Western States Glass has not made any promises or representations to induce Buyer to purchase products from Western States Glass pursuant to This Agreement, or any other agreement, and Buyer is not relying upon any promise or representation not contained in This Agreement or any other agreement signed by Buyer, except that the products conform to the description of quantity and kind stated on Western States Glass invoices to Buyer. Neither Western States Glass's employees nor independent sales representatives have any authority to make any representations or warranties not contained in This Agreement. If Western States Glass changes any provisions of This Agreement and sends the new version to Buyer and any Guarantor, by email, fax or US mail, with a subject line entitled "IMPORTANT CHANGES TO YOUR AGREEMENT", the new version shall replace This Agreement, shall be deemed incorporated into Buyer's Credit Application, and shall govern all purchases made after the transmission of the revised Agreement to Buyer and any Guarantor.