



2815 Duke Court
Santa Rosa, CA 95407
(707) 545-7101 Fax (707) 577-0964
www.pacesupply.com

INSTRUCTIONS FOR COMPLETING THE PACE SUPPLY CORP. CREDIT APPLICATION

We appreciate your interest in becoming a credit customer of Pace Supply Corp. The decision to extend credit to your company will be based on the information you supply in our credit application and the information we obtain from sources you authorize us to contact. The credit application and the information we obtain in support of the credit application 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 application with the requested information typed or handwritten and original signature(s), preferably in blue ink for contrast. Pencil is not acceptable. An application received via facsimile or email will not be considered.**

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 application, you may write or type "see attached" in the appropriate areas on the Pace Supply Corp. Credit Application. However, we must receive the completed credit application 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.

APPLICANT

Please provide the full legal business name. If it is a fictitious business name (dba), please provide a copy of the current filed Fictitious Business Name Statement.

ABOUT YOUR COMPANY

Please make sure to indicate the type of entity. In the case of a LLC or corporation, we verify that it is in good standing with the Secretary of State.

PARTNERS/SHAREHOLDERS/MEMBERS/OFFICERS

We need to identify the control persons of the business entity. If your stock is widely held or publicly traded, please call us to discuss applicability. If there are more than three owners, please attach a separate sheet with information about the other owners.

TRADE & BANK REFERENCES

Please provide a bank reference and at least two business trade references with all contact information.

Continuation Pages

Please note that Pace Supply Corp. has Standard Terms and Conditions of Sale which are included with the Credit Application and apply to all transactions. These Terms and Conditions of Sale also appear on the reverse side of our invoices. When signing the Application, please print your name and title under your signature. We need a single signature in the case of a sole proprietor, two signatures of authorized corporate officers in the case of a corporation and the signatures of the members or managers of an LLC. In the case of a partnership, we require the signatures of all general partners, but not limited partners.

PERSONAL GUARANTY

Our policy is to require personal guaranties of the shareholders of a corporation, partners of a partnership or members of an LLC except in the case of larger, long-established, widely held or publicly traded corporations. Place only your signature and printed name, but not your title, in the Guaranty section. We normally expect personal guaranties from anyone holding a greater than 15% interest in an entity.

MUST HAVE ORIGINAL APPLICATION WITH WET SIGNATURE TO PROCESS.



CREDIT APPLICATION

Mail to:	Pace Supply Corp. Credit Dept. 2815 Duke Ct. Santa Rosa, Ca 95407	Phone Fax Email Web	707-547-4467 707-521-4367 credit@pacesupply.com www.pacesupply.com	Primary Purchase Branch:	<input type="checkbox"/> Santa Rosa <input type="checkbox"/> PBK <input type="checkbox"/> San Rafael <input type="checkbox"/> Sacramento <input type="checkbox"/> Stockton <input type="checkbox"/> Ukiah <input type="checkbox"/> Napa <input type="checkbox"/> Yuba City <input type="checkbox"/> Chico <input type="checkbox"/> Oakland <input type="checkbox"/> San Francisco <input type="checkbox"/> Santa Clara
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CREDIT TERMS AND CONDITIONS OF PACE SUPPLY CORP. For the purpose of obtaining merchandise/equipment from Pace Supply Corp. ("PACE"), the statements in writing herein are made knowing that PACE is relying upon same should credit be extended. It is further understood that the information as supplied is confidential and PACE may rely upon it as accurate until other information is substituted for it. Applicant agrees to inform PACE of any material change in this information, its financial status or any change in form of business entity.

This contract is entered into in the county of the Primary Purchase Branch checked and the Primary Purchase Branch is the place for performance."

APPLICANT (Print Clearly)

Business Name _____ Phone _____
 Street Address _____ Fax _____
 City _____ State _____ Zip _____ Cell _____
 Mailing Address if different: _____ Email _____

ABOUT YOUR COMPANY

Type of Business _____ Type of Trade _____ Dun & Bradstreet # _____
 Date Started _____ Annual Sales \$ _____ EIN / Tax ID # _____
 Entity Type (circle one) 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					

PACE SUPPLY CORP. CREDIT APPLICATION

Terms: PACE Standard Terms and Conditions apply. Copy attached and incorporated by reference.

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 PACE with any and all information requested and PACE 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, PACE 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 PACE to obtain reports on the Applicant(s) or its principal(s) from sources of its choice and whenever it chooses, at its sole discretion.

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 Pace Supply Corp. at 2815 Duke Court, Santa Rosa, CA 95407 with independent proof of actual delivery. Any revocation shall be effective only as to indebtedness incurred after the revocation is received by Pace Supply Corp.

Dated: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

YOUR APPLICATION MAY BE DELAYED IF INFORMATION IS INCOMPLETE OR SIGNATURES ARE MISSING

CALIFORNIA - BLANKET CERTIFICATE OF RESALE

(Name of Purchaser)

(Address of Purchaser)

I HEREBY CERTIFY: That I hold a valid seller's permit No. _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling _____

that the tangible personal property described herein which I shall purchase from: _____

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: _____

Date: _____ 20 _____

(Signature of Purchaser or Authorized Agent)

(Title)

TERMS AND CONDITIONS OF SALE

TERMS - Notwithstanding any different or additional terms and conditions that may be embodied in Buyer's order, such order is accepted only on the condition that Buyer assents to the terms and conditions contained herein. The failure of Buyer to object hereto in writing shall constitute assent hereto.

Terms of sale are 2% Discount/10th Prox, Net 25th

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.