

CURRAN

Engineering Co., Inc.

28727 INDUSTRY DRIVE - VALENCIA - CALIFORNIA - 91355
TEL: 800-643-6353 FAX: 877-782-5979

APPLICATION FOR CREDIT

Instructions: Please complete all four pages, including *Guaranty of Payment*.
Email to: sales@curranengineering.com or fax to: (877) 782-5979.

Your submitted application confirms your agreement with our Terms and Conditions.
If you have not yet reviewed them, please request a copy.

DATE _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

DESCRIPTION OF BUSINESS _____

YEAR ESTABLISHED _____ AT PRESENT LOCATION SINCE (DATE) _____

IF YOU REPRESENT AN AUTOMATIC DOOR MANUFACTURER, PLEASE INDICATE THE
COMPANY NAME(S) _____

OWNERSHIP – (X) Choose One

() S- CORPORATION OR () C- CORPORATION

OFFICERS:

CEO _____

PRESIDENT _____

VICE-PRESIDENT _____

SECRETARY _____

TREASURER _____

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() LIMITED LIABILITY COMPANY:

MANAGER _____

MANAGER _____

MEMBER _____

MEMBER _____

() PARTNERSHIP:

PARTNER _____

PARTNER _____

() PROPRIETORSHIP:

OWNER _____

If your purchases will require international shipping with your preferred carrier, please provide:

Carrier Name: _____

Address: _____

Account Number: _____

Customs Broker:

Name: _____

Address: _____

Account Number: _____

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REFERENCES – 4 Required

(Provide only those you buy from with Payment Terms on Account)

1. BUSINESS NAME _____ CREDIT DEPT. CONTACT _____

PHONE _____ EMAIL ADDRESS _____

2. BUSINESS NAME _____ CREDIT DEPT. CONTACT _____

PHONE _____ EMAIL ADDRESS _____

3. BUSINESS NAME _____ CREDIT DEPT. CONTACT _____

PHONE _____ EMAIL ADDRESS _____

4. BUSINESS NAME _____ CREDIT DEPT. CONTACT _____

PHONE _____ EMAIL ADDRESS _____

YOUR BANK: NAME _____ ACCOUNT NO. _____

ADDRESS _____

PHONE _____ FAX _____

“I AUTHORIZE THE ABOVE BANK AND COMPANIES TO RELEASE CREDIT INFORMATION TO CURRAN ENGINEERING CO., INC.”

COMPANY NAME _____

SIGNATURE _____

PRINT NAME _____ TITLE _____

TAX ID #: _____

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UNCONDITIONAL CONTINUING GUARANTY OF PAYMENT

THE UNDERSIGNED UNCONDITIONALLY GUARANTEE(S) PAYMENT TO CURRAN ENGINEERING CO., INC. OF ANY AND ALL INDEBTEDNESS NOW EXISTING OR HEREAFTER INCURRED BY THE ABOVE APPLICANT, WITHOUT DEDUCTION OR OFFSET. GUARANTOR WAIVES NOTICE OF ACCEPTANCE HEREOF, ALL DEMANDS, PRESENTMENTS, NOTICES, PROTEST, DEFAULT AND DISHONOR AND WAIVES ALL NOTICES OF ANY KIND WHATSOEVER. GUARANTOR ACKNOWLEDGES THAT HE OR SHE IS NOT RELYING UPON CURRAN ENGINEERING AS TO THE CREDIT OR FINANCIAL CONDITION OF DEBTOR. INTEREST SHALL BE ADDED TO ALL PAST DUE AMOUNTS AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH UNTIL PAID IN FULL. IF A LAWSUIT IS FILED BY CURRAN ENGINEERING CO., INC. TO COLLECT A DEBT FROM THE APPLICANT, I AGREE TO PAY REASONABLE ATTORNEY'S FEES TO CURRAN ENGINEERING CO., INC.

THIS _____ DAY OF _____, 20____

GUARANTOR (print NAME and TITLE)

SIGNATURE

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TERMS AND CONDITIONS OF SALE

The terms and conditions as set forth below are an integral part of any order received by CURRAN ENGINEERING CO., INC. ("CURRAN") and supersede all other terms and conditions, whether in Customer's purchase order, sales literature, or elsewhere.

1. All orders are subject to acceptance by CURRAN at its home office in Valencia, California, and to the terms and conditions set forth below. All quotations made by our representative are subject to confirmation and acceptance by our home office. We reserve the right to correct clerical errors and quotations and invoices. Once accepted, orders are binding and may not be cancelled without CURRAN's written authorization.

2. Prices quoted do not include federal, state, or municipal sales, use, occupation or privilege tax or any other tax based upon or measured by sales. These taxes if applicable will be added to prices and will be paid by Customer. All prices and discounts are subject to change without notice and will be adjusted to those in effect at the time of shipment. Minimum invoice charge \$35.00. Prices are in U.S. dollars.

3. It is Customer's responsibility to inspect all merchandise immediately upon receipt thereof. All warranty claims or claims for nonconformity or shortage of goods must be made in writing within ten (10) days of receipt of goods. Failure to present a claim within the time allowed shall be deemed a waiver of such a claim and admission that the goods received comply with all terms, conditions, and specifications of the order.

4. No returns will be accepted unless CURRAN's written consent has been obtained in advance. Should goods be returned, whether authorized or not, CURRAN will not be responsible for freight, handling, or other charges. There will be a restocking charge of thirty five percent (35%) of the cost of goods where a return authorization has been issued.

5. Unless otherwise specified in writing and signed by CURRAN, all orders are FOB CURRAN's manufacturing facility in Valencia, California. All shipping, handling, and freight charges will be added to CURRAN's invoice and paid by Customer. Title and risk of loss will pass from CURRAN to Customer on delivery of goods to the common carrier in good order, as evidenced by the common carrier's receipt thereof, and such delivery shall constitute delivery to Customer. All claims resulting from damage in transit or loss or delay must be made by the consignee to the carrier. CURRAN will render all possible assistance in obtaining satisfactory adjustment of claims.

6. The sole warranty for the product purchased by Customer shall be CURRAN's Limited Warranty.

7. Scheduled shipping dates for product, written or verbal, are made in good faith; however, CURRAN shall not be responsible for any damages resulting from the failure to meet scheduled delivery for any cause. Actual shipping date will depend upon CURRAN's prompt receipt of all details necessary to complete Customer's orders, preferences, and/or instructions.

8. Notwithstanding any other provisions contained herein, in the event of a material interruption of either business of CURRAN or Customer by reason of fire, war, act of God, governmental action, or strikes which materially affect the ability to perform the terms of this contract (upon written notice of the other party), the party so affected may cancel the order for such goods as have not been delivered; PROVIDED HOWEVER, Customer shall remain responsible for all goods already provided and/or prepared and ready for shipment

9. CURRAN shall have the right, from time to time, to limit or cancel any credit to be extended hereunder, to require reasonable assurances of Customer's ability to pay and/or require payment prior to any further delivery.

10. Invoices are dated and payment is due as of the date of shipment. Upon approved credit, payment terms are Net 30 days. Interest shall be added to overdue accounts at the rate of one and one half percent (1½%) per month until paid. All payment received shall be applied to such carrying charges and other costs, and then to the principal amount due under this contract.

11. The parties agree that this contract is made and is payable in Los Angeles County, California and shall be construed in accordance with California law without regard to California's conflict of law statutes or cases. Any litigation arising out of this contract shall take place only in the appropriate Federal or State Court in Los Angeles County, California. The prevailing party in any such litigation shall be entitled to recover its reasonable attorney's fees.

12. No modification of these terms and conditions shall be effective unless set forth in writing and signed by all parties thereto. No waiver of a default by either party shall be deemed to be a waiver of any subsequent default. Customer may not deduct from the stated price any sum not authorized by CURRAN in writing.