



CUSTOMER CONTACT INFORMATION

We are so excited to begin our partnership with you! To insure we have the information we need to best serve you, please take few moments to complete the SDFAB credit application documents. If you have any questions, please feel free to contact me by phone or email. Thank you

Karine Stepanian
Credit Manager

Direct Phone: 909.281.3363 | Main Line: 909.620.8565 Ext. 363 | kstepanian@sdfab.com

Company Full Name: _____

Mailing Address: _____

Physical Address: _____

City, State and Zip: _____

Phone Number: _____

List of Contacts

Controller: _____

Email: _____ Phone Number or Ext: _____

A/P Contact Name: _____

Email: _____ Phone Number or Ext: _____

A/R Contact Name: _____

Email: _____ Phone Number or Ext: _____

Invoicing Email if different from A/R: _____

Pre-Lien Request Email Contact: _____

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CREDIT APPLICATION & AGREEMENT

Thank you for your interest in opening an account with Superior Duct Fabrication. Please provide us with all the following information. Your application will be processed more quickly if it is completed in its entirety. Superior Duct Fabrication will be relying upon the information that you provide in our decision to extend you credit.

Date: _____

Name of Business ("Customer"): _____
(Give complete name as registered to do business)

Business Address: _____

City: _____ State: _____ Zip: _____

How long have you been in this location? _____ Previous Location (If less than 2 years)

Old Address: _____

City: _____ State: _____ Zip: _____

Own: _____ Lease: _____ Other: *(Please Explain)* _____

Phone: _____

Nature of Business: _____ Date Business Started: _____

Federal Tax Number: _____ Number of Employees: _____

State of Organization: _____

Billing Address: *(If a different from business address)* _____

City: _____ State: _____ Zip: _____

Billing Phone Number: _____

Legal Form of Business *(Please check one)*: _____

(Individual) (Partnership) (Limited Partnership) (Corporation) (LLC)

If an Individual or Partnership, complete the following for each person or partner:

Name: _____ Title: _____ Percentage of Ownership: _____ %

Home Address: _____

Telephone Number: _____

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If a Corporation of a Limited Liability Company, please complete the following.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

LICENSE NUMBERS: Please provide all applicable License Numbers and Photocopies:

Resale License: _____ State: _____ Number: _____ Date Received: _____

Contractor License: _____ State: _____ Number: _____

Other Applicable License Number: _____

Would you like to receive a monthly account statement? Y N

BANK REFERENCES:

1.) Bank Name: _____ Branch: _____

Phone: _____ Bank Representative: _____

How long with this Bank: _____ Account Number: _____

2.) Bank Name: _____ Branch: _____

Phone: _____ Bank Representative: _____

How long with this Bank: _____ Account Number: _____

PRINCIPLE SUPPLIERS: Please list below or attach a sheet detailing your trade references:

1.) Business Name : _____ Address: _____

Phone: _____ Email: _____

2.) Business Name: _____ Address: _____

Phone: _____ Email: _____

3.) Business Name: _____ Address: _____

Phone: _____ Email: _____

4.) Business Name : _____ Address: _____

Phone: _____ Email: _____

CREDIT LIMIT REQUESTED: \$ _____

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GENERAL TERMS & CONDITIONS:

The above applicant warrants that the above information is true and correct and acknowledges that SUPERIOR DUCT FABRICATION will rely upon the above information in determining whether to extend credit as requested by Company. Company understands that any purchases made through SUPERIOR DUCT FABRICATION are pursuant to the Conditions of Sale contained on this credit application and Company agrees to be bound by these terms and conditions are deemed to be part of any purchase order or agreement between Company and SUPERIOR DUCT FABRICATION. By executing this application, Company hereby authorizes SUPERIOR DUCT FABRICATION to contact the foregoing Bank References and Credit References and hereby authorizes the Bank Referenced and Credit References to release information to SUPERIOR DUCT FABRICATION regarding Company's account[s]. Company hereby authorizes SUPERIOR DUCT FABRICATION to conduct a credit check with a credit reporting agency[s] chosen by SUPERIOR DUCT FABRICATION for purposes of determining whether to extend credit to Company. The undersigned further warrants that he/she is authorized to submit this credit application on behalf of the above company and to accept the above general terms and conditions.

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CONDITIONS OF SALE

All products and materials delivered by SUPERIOR DUCT FABRICATION are warranted under the terms of the following limited warranty:

LIMITED WARRANTY: All products are warranted to be free from manufacturing and material defects for thirty (30) days from the date of purchase. The warranty is limited to replacement of the product that is defective and shall not include cost of labor. This limited warranty is contingent upon proper use of the product and does not cover products which have been modified or which have been subject to unusual physical stress or use. SUPERIOR DUCT FABRICATION makes no other express or implied warranty with respect to the product other than the limited warranty referred to above. All implied warranties including, but not limited to, warranties of merchantability and fitness for a particular purpose are hereby excluded. The liability of SUPERIOR DUCT FABRICATION, in any, for damages relating to any allegedly defective product, and shall in no event include incidental or consequential damages of any kind, even if SUPERIOR DUCT FABRICATION is notified of the possibility of such damages.

PAYMENT: Unless other arrangements are made prior to delivery of the product, the customer shall pay for the product at the time and place of delivery in cash or by certified check. Remit payment to 1683 Mount Vernon Ave. Pomona, CA. 91768. Accepted payment methods include company checks made out to Superior Duct Fabrication, Inc. American Express, MasterCard, Visa, and Discover. Administration fees apply to all credit card transactions.

SECURITY: As security for payment of all amounts due, and to become due to SUPERIOR DUCT FABRICATION, customer hereby acknowledges that SUPERIOR DUCT FABRICATION may file a Mechanics Lien or Stop Notice on any job site and pursue any other remedies available under applicable law.

LATE PAYMENTS: It is hereby agreed by and between Customer and Superior Duct that all invoices provided by Superior Duct to Customer pursuant to the terms of this agreement are due and payable within thirty (30) days of the date of said invoice. If payment is received by SUPERIOR DUCT FABRICATION after the due date thereof, a late charge at the rate of the lesser of (i) one one-half percent (1 h%) per month (18% per annum) of the overdue amount, or (ii) the maximum rate permitted by applicable law, computed from the due date to the date payment is received by SUPERIOR DUCT FABRICATION. SUPERIOR DUCT FABRICATION has the right to put the Customer's account on hold if at any time the Customer's account should become delinquent ninety (90) days or more.

COLLECTION COST: If payment is not made according to the terms and conditions hereof, customer agrees to pay, on demand, all cost and collection fees, attorney fees and court costs, whether or not action is commenced or whether or not such action proceeds to judgment.

VENUE AND JURISDICTION: Customer agrees that the venue for any and all litigation between Customer and SUPERIOR DUCT FABRICATION regarding this sale or the products must be instituted in the Los Angeles County Superior Court in either the Central District or in the East Los Angeles Judicial District. Customer hereby agrees that the foregoing court shall have subject matter jurisdiction over litigation and personal jurisdiction over customer for purposes of resolving the litigation.

RETURNS: Stock items are to be reviewed for their acceptance by SUPERIOR DUCT FABRICATION. All non-stock items are not returnable and acceptable returns are subject to a 35% restocking charge.

ORDER CANCELLATION: Orders cancelled prior to delivery will be billed in accordance to level of completion. Please Note: that any released order is processed immediately.

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TERMS AND CONDITIONS OF CONTINUING PERSONAL GUARANTY

This agreement is to be effective upon the date it is signed by the parties hereto and is made and between SUPERIOR DUCT FABRICATION, INC., hereinafter referred to as "Creditor" the party designated on the signature page as Guarantor, herein referred to as "Guarantor", and herein after referred to as "Debtor".

WHEREAS, Creditor is selling or is contemplating the sale of products to Debtor; and WHEREAS, in order to induce Creditor to sell products to Debtor and to extend credit to Debtor for said purchase, Creditor is requiring the Guarantor personally guarantee the obligations, payment and otherwise, which Debtor will have to Creditor on account of said purchases; and NOW THEREFOR, it is hereby agreed as follows:

- OBLIGATION OF GUARANTOR.** To induce the Creditor to enter into and engage in such transactions with the Debtor as the Creditor, in its sole discretion may now or from time to time hereafter deem advisable and in consideration of the Creditor's doing so, and of any prior transactions between the Creditor and the Debtor, the Guarantor does hereby guarantee to the Creditor the full, prompt and unconditional payment, upon the due date, of each and every debt of the Debtor, and the full, prompt and unconditional performance of every term and condition of any transaction to be kept and performed by the Debtor. The Guarantor's liability hereunder shall be joint and severally.
- CONSENT TO CREDITOR'S ACTS.** The Creditor shall have the full right, in its sole discretion and without any notice to or consent from the Guarantor, from time to time and at any time, and without affecting, impairing or discharging, in whole or in part, the liability of the Guarantor hereunder: (a) to make any change, amendment, or modification whatsoever of any term of condition or any transaction or debt, including rates of charge or interest with respect thereto; (b) to extend in whole or in part, by renewal or otherwise, and on one or any number of occasions, the time for payment of any debt or the performance of any term or condition of any transaction; (c) to settle, compromise, release, surrender, modify or impair, and to enforce and exercise or fail to enforce or exercise, or refuse to enforce or exercise, any claim, rights or remedies of any kind of nature against the Debtor, or any other guarantor of the Debtor's debts or transactions, or any collateral security held by the Creditor.
- RIGHTS UPON DEFAULT.** If THE Debtor shall default in the payment of any debt or shall otherwise be in default under any term or condition of any transaction, the Creditor may make demand upon the Guarantor for payment of all debts becoming due by reason of such default or any acceleration resulting there from, or from any election made by the Creditor following such default. If payment in full of all such debts is not made within one week after such demand, then the Creditor shall have the rights and remedies provided for in the Uniform Commercial Code in force in the State of California at the date of execution of this guarantee. Further, in the event of default of any of the provisions of the Agreement, or failure to pay any sums due to the Creditor, the defaulting party shall be obligated to pay the other party's reasonable attorneys' fees and costs, if any, incurred by reason of such default, whether or not suite is instituted thereon, or, if instituted, whether or not such suite is pursued to a judgment.
- RIGHTS AS AGAINST OTHERS.** The creditor shall be under no obligation to proceed against the debtor or any other guarantor, or against any collateral security given by the Guarantor, Debtor, or any other party, which the Creditor may hold, before proceeding against the Guarantor hereunder.
- CHARACTER OF OBLIGATION.** This guarantee shall be construed as an absolute, continuing, unconditional and unlimited guarantee. The term of this guarantee shall commence on the date hereof and shall continue until the Creditor shall receive not less than ten days written notice from the Guarantor terminating this guarantee as to future transactions with the Debtor, The Guarantor's obligations hereunder shall nevertheless continue in full force and effect with respect to all transactions entered into all debts owed, incurred or accrued prior to the effective date of such notice of termination.
- WAIVER BY GUARANTOR.** The Guarantor waives notice of the acceptance of this guarantee by the Creditor; notice of presentment, demand for payment, nonpayment and protest of any obligation of the Debtor, or any obligation of any other party which the Creditor may hold as collateral security for the Debtor's debts or transactions, notice of any default by the Debtor; and notice of any payment to the Creditor of any debt of the Debtor or of any debt which the Creditor may hold as collateral

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7. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, legal representative and assigns of the parties. The Creditor shall have the right to assign and transfer this guarantee to any assignee of any transaction of debt or any portion thereof. The Creditor's heirs, administrators, legal representatives and assigns shall have all of the rights privileges and powers granted hereunder to the Creditor, and shall have the right to rely upon this guarantee and to enter in further and additional transactions with the Debtor in reliance hereon in the same manner and with the same effect as if such heirs, administrators, legal representatives and assigns were specifically named as the Creditor herein.

8. CONSTRUCTION. This Agreement is made in the State of California and shall be governed by and construed and interpreted in accordance with the laws of the State of California. Venue and jurisdiction for enforcement shall be Los Angeles County California This Agreement cannot be orally changed.

IN WITNESS WHEREOF, this Agreement has been duly sealed and executed by the parties on the date and year written below.

DATED: _____

SUPERIOR DUCT FABRICATION, INC.

By: _____

MICHAEL HILGERT, President

“CREDITOR”

DATED: _____

[Signature]

[Print Name] “GUARANTOR”

DATED: _____

[Signature]

[Print Name]

“DEBTOR”

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