

CUSTOMER CREDIT APPLICATION

Contact Gavin Riley with any questions: 626-385-3526 **Please sign and e-mail this form to gavin@ptbsales.com**

Customer warrants that the following information is accurate and complete: (Please attach additional sheets as needed)			
Name of Customer (Legal Name)		EIN / SSN3	
Trade Name			
Mailing Address	City	State	Zip
Shipping Address	City	State	Zip
Main Phone Number		Fax Number	
AP Contact	E-mail	AP Phone Number	

BUSINESS FACTS:

<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC
Formed / Incorporated under state laws of:
Date of formation, incorporation or partnership:
Is business a subsidiary or franchise? <input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, name of parent or franchisor:
It's address:
Length of time of present ownership:
Previous Customer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Under what name?

BANKING

Name of Account Holder	Account Number	Bank Officer	
Bank Name		Phone Number	
Mailing Address	City	State	Zip

TRADE REFERENCES

You may also fax this form to 626-969-9188

Name	Address	Phone Number
1.		
2.		
3.		

STATE SALES TAX EXEMPTION: The Customer will be charged the applicable sales tax on all purchases unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this credit application.

PURCHASE AGREEMENT: Please read carefully before signing.

1. All amounts due for goods and services purchased from PTB Sales, Inc. are payable at the address shown on PTB Sales, Inc.'s invoice(s) and statement(s) of account. All amounts due PTB Sales, Inc. are payable in full according to the terms stated on each invoice without offset or deduction.
2. PTB Sales, Inc. may cancel extension of credit and/ or discontinue delivers at any time.
3. PTB Sales, Inc. may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason; and Customer shall make payment without offset or deduction.
4. As security for any and all amounts due PTB Sales, Inc., Customer hereby grants to PTB Sales, Inc. a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from PTB Sales, Inc. and in the proceeds and products thereof; and at PTB Sales, Inc.'s request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to PTB Sales, Inc. for filing as a public record. PTB Sales, Inc.'s security interest is junior to any conflicting security interest of Customer's commercial bank (if any such security interest now exists).
5. If any amount due PTB Sales, Inc. is not paid when due, a finance charge of one and one half percent (1 ½%) per month of the balance (which finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
6. Except for express warranties that PTB Sales, Inc. may put in its invoice(s), PTB Sales, Inc. makes no warranty about its goods and services; and Customer buys them "as is." In no event shall PTB Sales, Inc. be liable for lost profits or consequential damages.
7. To be accepted by PTB Sales, Inc., Customer's purchase order(s) must be confirmed by PTB Sales, Inc.'s written sales confirmation(s) or invoice(s).
8. All sales to Customer are final. Customer must obtain PTB Sales, Inc.'s written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
9. In the event the Customer requests PTB Sales, Inc. to stock and deliver proprietary goods (i.e., goods having a limited use or market or not otherwise commonly stocked by Supplier) and the Customer ceases to purchase such goods from Supplier, PTB Sales, Inc. will require the Customer to purchase the proprietary goods then in stock at PTB Sales, Inc.'s normal sales price.
10. All transactions arising under this Agreement shall be governed by the laws of the state of California, and all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in courts within the County of Los Angeles, State of California. In the event the account becomes delinquent, Customer shall pay all of PTB Sales, Inc.'s attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
11. The Customer authorizes PTB Sales, Inc. to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
12. The Customer shall notify PTB Sales, Inc. in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be give. PTB Sales, Inc. may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in PTB Sales, Inc.'s sole discretion.
13. At PTB Sales, Inc.'s option, any claim or controversy arising out of this Agreement or the breach hereof shall be resolved by binding arbitration by the American Arbitration Association, under the Arbitration Rules then in effect.; the arbitration hearing shall be convened in the county where PTB Sales, Inc.'s branch supplying the Customer is located. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law or retired judge. The arbitrator shall make his/her award according to this Agreement and applicable principles of law and equity. The arbitrator shall allow reasonable pre-hearing discovery. The guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
14. This agreement is the entire agreement between the parties concerning Customer's purchases from PTB Sales, Inc.; and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights hereunder shall be in writing and signed by the parties. All of Customer's purchases from PTB Sales, Inc. shall be subject to this Agreement and to the terms of PTB Sales, Inc.'s invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this Agreement, on the one hand, and the term of PTB Sales, Inc.'s invoices, sales confirmations, statements or its other account documents, then the terms of this Agreement shall control. Subject to any restriction on transfer, this Agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement. This Agreement shall be construed according to its fair meaning and not for or against any party.

Legal Name of Customer: _____

Officer, Owner or Authorized Agent Signature: _____

Print Name of Person Signing: _____

Title: _____

Date: _____