

FABRICATION TOOLS AND MATERIALS, INC.

Tel (530) 626-1986 / Fax (530) 642-2602

P.O. Box 567 El Dorado, CA 95623

**Credit Application
and Agreement for
Credit Sales**

To FTM customers: For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is true and correct.

APPLICANT: BUSINESS OR CORPORATE NAME

APPLICATION DATE

1.

BUSINESS STREET ADDRESS

BILLING ADDRESS: STREET OR P.O. BOX

2.

CITY

STATE ZIP

CITY

STATE ZIP

3.

BUSINESS TELEPHONE NO.

BUSINESS FAX NO.

YEAR ESTABLISHED

NUMBER OF EMPLOYEES

4.

5. AMOUNT OF CREDIT BEING APPLIED FOR:

TYPE OF BUSINESS

PARTNERSHIP

SOLE PROPRIETOR

CORPORATION

FEDERAL TAX ID NO.

BUSINESS BUILDING IS. "

IF RENTED LANDLORDS TELEPHONE NUMBER

6.

OWNED

RENTED

OFFICERS / OWNERS (whichever is applicable)

NAME

TITLE

8. IF CORPORATION: LIST NAME, ADDRESS, TEL / FAX OF AGENT FOR LEGAL SERVICE.

7.

NAME

TITLE

9.

NAME

TITLE

10.

APPLICANT'S TRADE CREDIT REFERENCES (LIST AT LEAST THREE)

NAME

PHONE NO.

FAX NO.

11.

ADDRESS, CITY, STATE, ZIP

NAME

PHONE NO.

FAX NO.

12.

ADDRESS, CITY, STATE, ZIP

NAME

PHONE NO.

FAX NO.

13.

ADDRESS, CITY, STATE, ZIP

NOTE: READ QUESTIONS 14, 15 & 16 CAREFULLY BEFORE ANSWERING.

14 Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? **YES** **NO**

15. Are taxes owed by applicant to any taxing authority current? [GU] P Q

16. Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years? [GU] P Q

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PERSONAL GUARANTEE (Required on non-incorporated businesses only)

The undersigned, jointly and severally, in consideration of the monthly billing privileges being extended to the above-named Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to Seller on open-account or otherwise, including without limitation service charges and attorney's fees. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto: and the undersigned further waive all presentments, demands for performance, notice of non-performance, protests, notices of dishonor and notices of acceptance of this guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this personal guaranty shall affect the liability of any of the undersigned. Guarantor authorizes Seller to obtain credit and financial information concerning the Guarantor at any time and from any source. Executed at _____, on this _____ days of _____, 20____

Guarantor Signature "*****"SocketnSecwtk\ No. Printed Name

Terms and Conditions:

1. Terms are NET 30 Days., upon approved credit.
2. 1½% or \$15.00 service charge per month (whichever is greater) will be added to past due accounts with reasonable attorneys, collection agency fees and court cost in event action for collection must be taken.
3. Accounts reviewed and subject to closure if unpaid balance exceeds 30 days past due.
4. Returned checks will have a \$25.00 service charge added with reasonable attorneys fees , collection agency fees and court cost in event action for collection must be taken.
5. Payments must be in US dollars.
6. Minimum order is \$50.00.
7. All shipments are FOB Placerville, CA or Origin.
8. FTM Inc. will not be liable for any loss or damages in excess of the purchase price of our products sold.
9. Prices and specifications subject to change without notice.
10. A 15% restocking fee shall apply to returned orders
11. Credit Cards listed accepted on most purchases.
12. Canceled credit card orders will be charged a 5% CANCELLATION FEE.

Liability Clause:

LIMITED WARRANTY. FTM, INC., hereinafter called the "Manufacturer" warrants that its products shall be free from defects in workmanship and materials for ninety (90) days. To the maximum extent permitted by applicable law, this warranty shall be in lieu of all other warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. To the extent your state disallows the waiver of implied warranties, then any such implied warranties are limited to a duration of ninety (90) days if such a limitation is permitted by your state).

CUSTOMER REMEDIES. FTM, INC.'s liability under this limited warranty, any Customer's exclusive remedy shall be limited to the replacement of any materials which, after an examination by the Manufacturer and at its sole option, are found to be defective.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Manufacturer have any liability whatsoever for consequential damages including, but not limited to damages for loss of business, damage to prospective economic advantage, damages (either direct or indirect) for personal injuries or property damage, business interruption, or any other pecuniary loss arising out of the use of Manufacturer's products. In all cases, Manufacturer's liability shall be limited to the replacement of any product found to be defective by Manufacturer.

COMPANY NAME: _____ DATE: _____

SIGNATURE OF AUTHORIZED AGENT: _____

PRINT / TYPE NAME: _____ TITLE: _____