



LEADING THE LAUNDRY INDUSTRY THROUGH INNOVATION

Corporate Office: 2331 Tripaldi Way; Hayward, CA 94545 USA O – 510.786.9271 F – 510.783.9748 E – info@westernstatedesign.com www.westernstatedesign.com

CREDIT APPLICATION

Thank you for your interest in Western State Design. To assist us in your request for credit, please thoroughly complete this application, sign where indicated, and provide ALL information. Your account will be C.O.D. until we receive and process your credit information.

Business Information Credit Limit Requested: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_ DBA \_\_\_\_\_

Type of Business: \_\_\_\_\_ Fed Tax ID # \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_

Year Established: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Annual Revenue: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Operated as: [ ] Corporation [ ] Partnership [ ] Sole Proprietor

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Above Location is the: [ ] Corporate Office [ ] Branch Location [ ] Other \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

Accts. Payable Contact: \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address: \_\_\_\_\_

Information on Principals: If Corporation: List all Officers. If Sole Proprietor or Partnership: List all Owners and/or Partners.

Table with 5 columns: Name, Title, Home Address, Phone, Soc Sec #

Bank Information:

Table with 5 columns: Name, Address, Acct. #, Contact, Phone

Trade References:

Table with 5 columns: Name, Address, Acct. #, Contact, Phone

Upon request will you furnish current financial statements? Yes No
Does your organization export product out of the country? Yes No
Is your organization exempt from sales tax? (If yes, attach Exemption Certificate) Yes No
Does your organization utilize Purchase Orders? Yes No

List Authorized Users of this Account:

Table with 6 columns: Name, Title, Phone, Name, Title, Phone

# CREDIT TERMS

In consideration for credit being extended, I or we, acknowledge and agree to the following:

1. To be bound by all of the terms and conditions contained in this application.
2. That payment is jointly, severally, and unconditionally guaranteed within 30 DAYS of the invoice date.
3. That the terms and conditions of sale are as stated on the face of all Quotations and Invoices.
4. A service charge of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is less, will accrue on all balances over 30 DAYS.
5. That No Goods may be returned and no credit will be issued for returned Goods unless WSD's prior written authorization is received. All returns are subject to a minimum restocking charge of 25 percent for parts and 35% for equipment.
6. Any account having an unpaid balance 60 DAYS past due or older will be placed on C.O.D. basis.
7. Any charges still outstanding after 90 DAYS from date of invoice are subject to collection and all collection or arbitration expenses, attorney's fees, and court costs will be borne by Purchaser.
8. That any waiver or modification of these credit terms must be in writing and signed by a corporate officer.
9. That the Goods will remain the property of WSD and title thereto shall not vest in the Purchaser until the entire purchase price is paid. Furthermore, the Goods shall remain personal property and not become part of any real estate notwithstanding the attachment of such Goods to any real estate.
10. That all claims, requests for adjustments or notification of errors must be made within 15 DAYS from date of invoice, or charges are considered accepted.
11. That this agreement shall apply to all current and future charges unless revocation is received by registered mail.
12. Seller may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained on this Credit Application is false or misleading, or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Credit privileges may be withdrawn at any time without invalidating the terms of this agreement.
13. To pay all costs and attorney's fees incurred by Seller in relation to the interpretation or enforcement of any or all of our obligations hereunder, whether or not suit is filed.
14. That this agreement has been entered into and is to be performed in the County of Alameda, State of California, and any action brought hereunder shall be brought in the federal or state courts located in said county and state.
15. The undersigned warrants and represents to Seller that the business entity we represent is solvent and is able to pay our obligations as they become due. The business entity we represent will not place any order with Seller unless it reasonably believes that it will be solvent and able to pay its obligations as they become due at the expected time of shipment.
16. That the Seller may use this agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business financial information of any kind or nature in the name of us, and/or the entity we represent.

Applicant hereby authorizes Western State Design Inc. ("WSD") the right to investigate the credit standing of the applicant with any of its suppliers, financial institutions or credit bureaus and retain this data in its file for future reference. APPLICANT HAS READ AND AGREES TO BE BOUND BY THE CREDIT TERMS LISTED ABOVE. The undersigned warrants and represents that the information on Page 1 of this document is true and correct and may be relied on.

Submitted By (print name): \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATE OF SALES TAX EXEMPTION FOR THE STATE OF: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_ DBA \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

I hereby certify: that I hold a valid seller's permit # \_\_\_\_\_ 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 Western State Design, Inc. will be used by me in the form of tangible personal property; provided, however, that in the event any 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.

Property to be purchased (check one):  All purchases are taxable  All purchases for resale  See individual P.O. for taxable information

PURCHASER: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_