



Rheis Asbury Henry (763) 383 8386

APPLICATION FOR CREDIT
SEND COMPLETED APPLICATION ATTN: JUDY TAYLOR – FAX (909) 923-9617

Full Legal Business Name _____

D.b.a. _____

Address _____

City, St, Zip _____

Type of Business _____

Telephone No. _____ Fax No. _____

Buyer's Name _____ Accounts Payable Contact _____

DUNS No. _____ Federal ID No. _____

Year Started _____ At present location since _____

Credit Limit requested (if over \$10,000 a financial statement is required) _____

WE REQUIRE A COPY OF YOUR SALES TAX EXEMPT CERTIFICATE SENT WITH THIS DOCUMENT OR WE HAVE TO CHARGE APPLICABLE SALES TAX

If at present location less than two years, provide prior business address.

Are you a CORPORATION? PARTNERSHIP OR PROPRIETORSHIP
Year and State Incorporated _____

Have you had any prior bankruptcies? If so, when? _____ Estimated Annual Purchases from our Co.? _____

Do you pledge or borrow on your account receivable? If so, from whom? _____

Facilities: Owned Leased, \$ _____ Monthly Rent _____ Landlord _____

COMPLETE THE FOLLOWING FOR ALL CORPORATE OFFICERS, PARTNERS, OR INDIVIDUAL PROPRIETOR. USE ADDITIONAL SHEET IF NECESSARY.

Name _____

Home address _____

City, St, Zip _____

Home Phone No. _____

Social Security _____

Name _____ Title _____

Home address _____

City, St, Zip _____

Home Phone No. _____

Social Security No. _____

BANKING INFORMATION:

Bank Name _____ Checking Acct. No. _____ Loan Acct No. _____

Address _____ Contact _____

City, St, Zip _____ Phone No. _____ Fax No. _____

TRADE REFERENCE: (Please at least one year credit experience)

VENDOR NAME	CITY, ST.	PHONE No.	FAX No.
1. _____			
2. _____			
3. _____			

**HENRY GROUP OF COMPANIES
TERMS AND CONDITIONS AGREEMENT**

FOR THE PURPOSES OF OBTAINING MERCHANDISE FROM SELLER ON CREDIT, THE ABOVE STATEMENT IN WRITING IS MADE; INTENDING THAT SELLER SHOULD RELY ON THE SAME AS CORRECT. BUYER FURTHER AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN BELOW.

As consideration of the advancement of credit we, the undersigned individually, jointly and severally agree as follows:

1. Sales by the seller are expressly limited to the terms and conditions contained herein. Seller may modify the terms and conditions of this application, upon mailing notice of such change to us at the address shown on Seller's records. Such changes shall be effective for all transactions between Seller and us after the date of the notice. Any form of buyer containing additional or contrary terms and conditions of sale shall not have the effect of deleting, modifying or adding to these terms and conditions, unless expressly accepted in writing by the seller.
2. To pay Seller, without discount, pursuant to the terms set forth by agreement between Buyer and Seller. In the event Buyer does not pay the amount due pursuant to the terms of the agreement between Buyer and Seller, Buyer agrees to pay delinquent interest charge at the highest rate pursuant to the laws of the State of California.
3. To immediately upon receipt examine the product delivered by the Seller. We agree that we shall advise Seller of any defective product within 10 days of receipt. We also agree that we will examine immediately upon receipt each and all of Seller's invoice, and that we will advise Seller of any transactions we dispute or any invoices which we dispute within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Seller of any disputes of defective goods shall constitute a complete waiver of any all such disputes.
4. 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 received other false or misleading credit information from Buyer on any kind or nature, seller may without further notice cancel any orders in house, or nay 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.
5. In the event of: (a) our default on a payment when due, or (b) our death, bankruptcy, or insolvency, or (c) attachment or levy against us, or any of us, or against our property, or the property of any of us, then Seller without notice, shall be entitled to the entire amount of our obligation then due and such obligation shall become immediately due and payable.
6. To pay all collection costs and attorney fees incurred by Seller in relation to any or all of our financial obligation hereunder, whether or not suit is filed.
7. That this agreement has been entered into and is to be performed in the County of Los Angeles, State of California, and any action brought in said county and state at the option of an in the sole discretion of Seller.
8. That we, and each of us, warrant and represent to Seller, under penalty or perjury, that we, and each of us, and /or the business entity we represent are solvent and able to pay our obligations as they become due and /or that the business that we represent is able to pay its obligations as they become due.
9. In the event of any proposed bulk transfer of Buyer's assets, Buyer agrees to give not less than 30 days prior written notice to Seller.
10. That Seller is hereby granted and shall retain a security interest in and to any and all goods and materials and proceeds thereof including, but not limited to, accounts receivable, notes, and choices in action relating to goods sold to us, any of us, and /or the company we represent, until all indebtedness to Seller is paid in full and until such time Seller shall have all rights of a secured party as provided by the California Commercial Code, including the right to collect a deficiency.
11. That is the essence of this agreement that the information contained herein is true and correct, that any information provided by us, of any of us, as Guarantor, is true and correct, and the Seller may and shall rely upon such information.
12. That 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 of nature whatsoever in the name of us, and us, and/or the entity we represent.

X _____
Signature Date

Print Name _____
Individually as a Partner, Shareholder, Officer or other Authorized Representative

