

PROJECT SCOPE FOR OPENING INITIAL CREDIT

This document may be filled out electronically, but must be printed and **signed by hand**.

Please scan and email the completed document to credit@supplypatriot.com

Your Company:
Project Name:
Project Owner:
Project General Contractor:
Project GC Contact Name & Title:
Project GC Reference Contact Email:
Project GC Reference Phone Number (including ext.):
Estimated Initial Delivery Date (Month/Date/Year):
Total Estimated Material Buyout with Supply Patriot: \$
Material(s) You Would Like to Procure from Supply Patriot:
Please Provide Two Additional General Contractor References:
Reference #1
GC Company Name:
GC Reference Contact Name & Title:
GC Reference Contact Email:
GC Reference Phone Number (including ext.):
Reference #2
GC Company Name:
GC Reference Contact Name & Title:
GC Reference Contact Email:
GC Reference Phone Number (including ext.):
Your Name:
Your little:
Your Title: Your Email:

Supply Patriot Credit Application + Terms and Conditions Page 1 of 7

PH: (714) 916-5652

FAX: (714) 455-5756

179 N Maple St Corona, CA 92880

BUYER INITIALS ___

www.SupplyPatriot.com

BUSINESS CREDIT APPLICATION



ACOUNTING DEPT. CONTACT INFORMATION

This document may be filled out electronically, but must be printed and **signed by hand**.

Please scan and email the completed document to credit@supplypatriot.com

NAME:		TITLE:					
EMAIL:		PHONE:					
BUSINESS INFORMATION AS REGISTERED							
COMPANY NAME							
FEIN							
ADDRESS		PHONE					
CITY	STATE		ZIP CODE				
LENGTH OF TIME AT CURRE	YEARS	S MON	THS				
TYPE OF BUSINESS							
SOLE PROPRIETORSHIP P.	ARTNERSHIP	LLC	CORPORTATION	OTHER			
BANK INFORMATION		1					
BANK NAME	BANK NAME		ME				
ADDRESS		PHONE					
CITY	STATE ZIP CODE						
TYPE OF ACCOUNT	ACCOUNT NUMBER						
SAVINGS							
CHECKING							
BUSINESS REFERENCES							
Please provide us at least three o	ther companies yo	our business has e	stablished credit wi	th previously			
1 COMPANY		CONTACT NA	ME				
PHONE		EMAIL	IIVIL				
ADDRESS		TITLE					
CITY	STATE	11166	ZIP CODE				
COMMENTS	STATE		ZII CODE				
COMMENTS							
2 COMPANY		CONTACT NA	ME				
PHONE		EMAIL					
ADDRESS		TITLE					
CITY	STATE	1	ZIP CODE				
COMMENTS	1		1				
_							
Continue on to next page		BUSINES	SS CREDIT APPLIC	CATION 1 OF 2			



BUSINESS CREDIT APPLICATION

BUSINESS REFEREN	NCES			
Continued from previous	ous page			
3 COMPANY	COMPANY		CONTACT NAME	
PHONE	NE		EMAIL	
ADDRESS		TITLE	TITLE	
CITY	STATE		ZIP CODE	
COMMENTS				
4 I COMPANY		CONTACT	NAME	
4 COMPANY PHONE		EMAIL	INVINIE	
ADDRESS		TITLE		
, (DD) (EOO		11166		
CITY	STATE		ZIP CODE	
COMMENTS CREDIT AGREEMEN 1 All invoices must be p	paid within 30 days of the			
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COMMENTS CREDIT AGREEMEN 1 All invoices must be p 2 Any claims regarding 3 You authorize inquiry	T paid within 30 days of the an invoice issued must be into the banking and bus Patriot's Standard Terms	oe made within 7 siness reference	retention allowed. days of the date issued s provided within this application	
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COMMENTS CREDIT AGREEMEN 1 All invoices must be p 2 Any claims regarding 3 You authorize inquiry 4 You agree to Supply COMPANY OFFICER 1 SIGNATURE	T paid within 30 days of the an invoice issued must be into the banking and bus Patriot's Standard Terms	pe made within 7 siness reference and Conditions	retention allowed. days of the date issued s provided within this application	

BUSINESS CREDIT APPLICATION 2 OF 2



BANK INQUIRY AUTHORIZATION

Complete for each bank

Customer Name & Address			Data		
Company Name:			 		
Address:					
City:	State:	Zip:			
Please supply the	information b	elow so that	we can fully evaluate your credit application.		
Bank Name & Addr	ess:				
			Branch:		
			_, , , , ,		
			Contact Name:		
CHECKING & SAV	'INGS:				
Type of Acco	unt	Acco	unt Number		
Checking	Savings				
Checking	Savings				
Other					
LOANS:					
Туре:			Original Amount \$		
Type:			Original Amount \$		
AUTHORIZATION I/we hereby authori account(s) to Supp	ze the above n	named bank to	ON: release information regarding the above		
Signature: X			Date:		
Name (please print)				



STANDARD TERMS AND CONDITIONS

All prices, terms and conditions stated are current, subject to change without notice by Seller. Buyer agrees to pay in accordance with prices, terms and conditions in effect at time of shipment. PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE. NO RETENTION ALLOWED.

- **1. PRICE.** Unless otherwise expressly provided on the invoice, prices stated do not include duties or sales, use, gross receipts, excise or similar taxes and, accordingly, in addition to the price stated, the amount of any such present or future taxes or duties or increases applicable to the goods covered by this Contract or to the manufacture, production, transportation or sale, shall be added to the price and paid by the Purchaser named on the invoice ("Purchaser") or in lieu, Purchaser shall provide Supply Patriot, Inc. ("Seller") with tax-exemption certificates acceptable to the relevant taxing authorities. Unless otherwise expressly provided on the invoice, the prices stated are F.O.B.
- 2. PAYMENT. Unless otherwise expressly provided on the invoice, all payments are to be made Net 30 days after date of invoice, with no retention allowed, unless different terms are assigned on the contract. Seller may at any time require full or partial payment in advance of delivery, or in advance of manufacture, or satisfactory assurances or security from Purchaser that invoices will be paid when due if in Seller's judgment the same at any time becomes necessary. If payment is not made when due, interest at the lower of 1 ½ % per month or the highest rate permitted by applicable law will be charged and paid by Purchaser from the due date until paid. In the event Purchaser does not pay within the terms of this Contract, all collection costs incurred by Seller, including attorney's fees and other costs of suit, will be paid by Purchaser. Time and terms of payment are of the essence and if any default be made by Purchaser or if the financial responsibility of Purchaser shall at any time become impaired or unsatisfactory to Seller, Seller shall have the right to terminate this Contract or to defer or to discontinue further shipments until past due payments are made or satisfactory assurances of Purchaser's financial responsibility are received by Seller (without prejudice, however, to any rights or claims which Seller may have in law or in equity) and such right shall continue irrespective of any prior failure on the part of Seller to exercise such right. Each shipment is to be considered a separate sale.
- 3. WARRANTY. UNLESS OTHERWISE EXPRESSLY PROVIDED ON THE INVOICE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, SELLER WARRANTS ONLY THAT THE GOODS COVERED WILL CONFORM TO THE DESCRIPTION ON THE INVOICE, THAT SELLER WILL CONVEY GOOD TITLE, FREE FROM ANY LIEN OR ENCUMBRANCE, AND THAT THE GOODS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE AND PROVIDED THE GOODS HAVE NOT BEEN REPAIRED, ALTERED OR NEGLECTED AND HAVE BEEN HELD IN NORMAL INDOOR/OUTDOOR STORAGE PRIOR TO INSTALLATION. ANY CLAIM ON ACCOUNT OF DEFECTIVE GOODS OR FOR ANY OTHER CAUSE WHATSOEVER WILL CONCLUSIVELY BE DEEMED WAIVED BY PURCHASER UNLESS WRITTEN NOTICE IS GIVEN TO SELLER WITHIN 14 DAYS OF SHIPMENT OF THE GOODS TO WHICH SUCH CLAIM RELATES. SELLER WILL BE GIVEN REASONABLE OPPORTUNITY TO INVESTIGATE ALL CLAIMS, AND NO GOODS OR PARTS MAY BE RETURNED BY PURCHASER TO SELLER UNTIL AFTER RECEIPT BY PURCHASER OF DEFINITE SHIPPING INSTRUCTIONS FROM SELLER. GOODS SO RETURNED WILL BE REPAIRED OR REPLACED WITHOUT CHARGE. SELLER SHALL RESERVE THE EXCLUSIVE RIGHT TO ASSIGN FACTORY REPRESENTATIVES IN THE REPAIR OR MODIFICATION OF GOODS SUPPLIED. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO PRODUCTS, ACCESSORIES OR PARTS FURNISHED BY SELLER BUT NOT MANUFACTURED BY SELLER. SUCH PRODUCTS, ACCESSORIES OR PARTS WILL CARRY ONLY THE WARRANTY, IF ANY, OF THE MANUFACTURER, AND SELLER ASSIGNS TO PURCHASER ALL OF ITS RIGHTS AND INTEREST IN THE WARRANTIES, IF ANY PROVIDED BY THE MANUFACTURERS OF SUCH PRODUCTS, ACCESSORIES AND PARTS TO THE EXTENT THAT THIS ASSIGNMENT IS NOT PROHIBITED BY THE TERMS OF ANY AGREEMENT BETWEEN SELLER AND THE MANUFACTURERS. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO OTHER WARRANTY, EXPRESSED OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES FOR ANY BREACH OF WARRANTY OR ANY DAMAGES FOR NEGLIGENCE OR FOR THE COST OF REMOVAL, TRANSPORTATION OR REINSTALLATION OF DEFECTIVE OR REPLACEMENT GOODS. SELLER'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY SHALL BE EXPRESSLY LIMITED TO THE REPAIR OF DEFECTIVE GOODS, OR THE SHIPMENT OF EQUIVALENT GOODS F.O.B. THE SHIPPING POINT INDICATED ON THE INVOICE, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF THE GOODS TO SELLER WITH SELLER'S APPROVAL. OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER IN ITS SOLE DISCRETION MAY ELECT.

Supply Patriot, Inc. Standard Terms and Conditions
January 1, 2021

STANDARD TERMS AND CONDITIONS

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- **4. DELAYS.** The scheduled dates for shipment of the products are estimated based on current and anticipated manufacturing capabilities at the time of quotation and may be quoted as weeks or months after receipt of order. All delivery dates are estimates only, and Seller shall not be liable for any damages relating to failure to ship the products as of a certain date. Seller shall not be liable for any delay in fulfillment of or failure to fulfill this Contract arising from any factory or labor conditions, fire, failure or delay in Seller's usual sources of supply by the acts or omissions of Purchaser, its agents, subcontractors or material suppliers, or any cause not reasonably within the control of Seller. In the event of any delay in delivery or failure to manufacture due to a cause beyond Seller's control, unless otherwise agreed, the time for delivery shall be deemed extended for a period equal to the period of delay.
- **5. TRANSPORTATION AND DELIVERY.** Unless otherwise provided on the invoice, all deliveries of goods are F.O.B. and Seller assumes no liability for loss or damage to the goods after delivery, and risk of loss with respect to the goods passes to Purchaser at the F.O.B. point.
- **6. INSPECTION.** Purchaser shall inspect the products immediately on the arrival, and shall within seven (7) days after arrival give written notice to Seller of any matter by reason it may allege that the products are not in accordance with the agreement. If Buyer shall fail to give such notice, the products shall be deemed to be in all respects in accordance with the agreement terms. All products made to special specifications are deemed to be inspected and accepted before shipment is made, and may not be canceled.
- **7. CHANGE ORDERS.** Proposed changes in the goods subject to this Contract, submitted in writing by the Purchaser, will be reviewed by Seller for acceptability and for the effect of the proposed changes on shipping schedules and prices; Seller will submit to Purchaser its decision to accept or not to accept the proposed changes and the amendments to the shipping schedules, selling prices and other terms upon which the proposed changes would be acceptable to Seller; the changes will become effective as amendments to this Contract upon Purchaser's written acceptance of the amended terms.
- **8. RETURNS AND BACKCHARGES.** Goods delivered may not be returned by Purchaser without the approval of Seller and the obtaining of appropriate documentation (including return tags) from Seller. All returns so approved are subject to Seller's restocking charge unless otherwise agreed to in writing by Seller. No backcharges for repairs, corrections or changes in construction of the product shall be made by Purchaser or accepted by Seller without the prior written approval of an authorized employee of Seller.
- **9. LIMITATIONS OF LIABILITY.** No representation or warranty, expressed or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth shall be binding upon Seller. Seller shall not be liable for any special, incidental or consequential damages, losses or expenses directly or indirectly arising from the manufacture, sale, or use of the products or from any other cause whatsoever.
- **10. INSURANCE.** Upon request, Supply Patriot will provide a Certificate of Insurance and list requested parties as "Certificate Holder(s)." Under no circumstances will Supply Patriot be subject or expected to provide "Products Completed" or other "Additionally Insured" certificates because we are exclusively a supplier and not a performing contractor.
- **11. CANCELLATION.** This contract is not subject to cancellation by the Purchaser except with Seller's prior written agreement and after full payment by Purchaser of Seller's cancellation charges which shall be equal to all amounts incurred by Seller for materials, labor and overhead in respect of the canceled goods, plus reasonable contract profits.
- **12. GOVERNING LAW AND JURSIDICTION.** The Contract has been entered into and shall be construed and enforced in accordance with the laws of the State of California without reference to choice of law principles. Venue and jurisdiction for any proceedings arising out of the Contract shall lay in the state and federal courts of Riverside County, California.
- 13. MISCELLANEOUS. (a) The waiver by Seller of any term, provision or condition shall not be construed to be a waiver of any other terms, provisions or conditions, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. (b) Purchaser is notified of Seller's objection to any of Purchaser's terms inconsistent and to any additional terms proposed by Purchaser in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract, including the Credit Application, and related invoices, unless expressly accepted in writing by Seller. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of goods covered, shall constitute or be deemed an agreement by Seller to any such terms. (c) This Contract, including the terms and conditions on the invoice and reverse side, supersedes all prior negotiations and understandings of the parties and contains the complete and final agreement between Seller and Purchaser concerning the subject matter and no other agreement in any way modifying any of the terms and conditions will be binding upon Seller unless made in a writing specifically referring to this Contract and signed by Seller's authorized representative.

Supply Patriot, Inc. Standard Terms and Conditions
January 1, 2021

STANDARD TERMS AND CONDITIONS 2 of 3

On behalf of the purchaser, we accept Supply Patriot's terms and conditions as outlined above a stated and with no exceptions.
Additionally, I warrant that I am a corporate officer of the purchasing company and have the lega corporate authority to sign and accept the above stated terms and conditions.
ACCEPTED BY: (Print Name)
SIGNATURE:
TITLE:
COMPANY:
DATE:
Please scan and email the completed document to credit@supplypatriot.com

Supply Patriot, Inc. Standard Terms and Conditions
January 1, 2021

STANDARD TERMS AND CONDITIONS $\ensuremath{\mathbf{3}}$ of $\ensuremath{\mathbf{3}}$