



CENTRAL VALLEY

FOR THOSE WITH A PASSION TO BUILD

Application for Credit

Store Locations (circle one)

Napa
1790 Soscol Ave
Napa, CA 94559
(707) 257-8888

St Helena
1100 Vintage Ave
St Helena, CA 94574
(707) 963-3622

Woodland
535 N. Pioneer Ave.
Woodland, CA 95676
(530) 666-1200

Healdsburg
160 Grant Ave
Healdsburg CA 95448
(707) 473-9722

Instructions: Fully complete pages 1 & 2. Sign pages 3 & 5.
Initial pages 3 & 4

To expedite processing please send to:
Central Valley Accounts Receivable Department
AR@Central-Valley.com
or fax to (707) 603-0251

MAIL ORIGINAL complete & signed application to:
Central Valley
Attn.: Accounts Receivable Dept.
PO Box 5749
Napa Ca 94581

Questions? Please call our Customer Service Department @
(707)261-7912

Page (1 of 5)
Central Valley
Application for Credit

Date _____

Salesperson _____

PLEASE PRINT CLEARLY

Account Name: _____

Account Owner: _____

Mailing Address: _____

Street City State Zip

Physical Address _____

(if P.O. Box): Street City State Zip

Res. Phone _____ Office Phone _____

Fax Number _____ Cell Phone _____

A/P Email: _____

Principal Email: _____

Type of Account (Please check one):

- Non Tract Contractor Tract Builder Vineyard/Agricultural
 Landscape/Park/Ranch Business/Industrial/Gov't Retail/Individual

Present Employer _____ Since _____

Contractor's License Number: _____ License Class _____

Social Security / Tax ID Number: _____

Dun & Bradstreet Number: _____

*Resale Account: Yes () No () *Certificate for partial exemption: Yes () No ()

**Note: Please enclose resale card or partial exemption certificate with your application*

P/O required? Yes () No () Invoice copies with monthly statements? Yes () No ()

All statements are emailed unless otherwise specified

Please list names of persons authorized to purchase on this account:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

If more space is needed for your authorization list please attach a separate list with your application.

Spouse / General Partners / Officers / Shareholders:

1. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
2. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
3. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____
4. Name _____ Address _____
Position _____ SS# _____ - _____ - _____ DL# _____

Credit References:

Central Valley requires at least four supplier credit references (please make sure to provide fax numbers). If no references, please sign the personal guarantee on page-3 and provide personal social security number and home address on page-1.

1. Bank: Name: _____ Phone: _____
Address: _____ City: _____ State _____ Zip _____
2. Supplier Name: _____ Account # _____
Address: _____ City: _____ State: _____ Zip _____
Phone: _____ Fax: _____
3. Supplier Name: _____ Account # _____
Address: _____ City: _____ State: _____ Zip _____
Phone: _____ Fax: _____
4. Supplier Name: _____ Account # _____
Address: _____ City: _____ State: _____ Zip _____
Phone: _____ Fax: _____
5. Supplier Name: _____ Account # _____
Address: _____ City: _____ State: _____ Zip _____
Phone: _____ Fax: _____

Customer agrees that all persons employed by or related to customer are authorized to charge on this account unless customer notifies Central Valley in writing of any limitations to the persons authorized to charge.

Customer certifies that all information contained in this Credit Application is true and correct under penalty of perjury and authorizes Central Valley to verify this information and /or obtain additional credit information by securing data from a credit reporting agency.

Customer has read and agrees to all of the TERMS AND CONDITIONS OF SALE, a copy of which is attached hereto as Exhibit "A" and incorporated into this Agreement by this reference, and agrees to pay for all charges within net thirty (30) days and if the charges are not paid within thirty (30) days, a late charge equal to one and one-half percent (1-1/2%) of the balance due on the account will be added each month to the account.

Customer expressly understands that all sales are final, merchandise is sold with no expressed or implied warranties, and the customer's remedies are limited as set forth in the attached TERMS AND CONDITIONS OF SALE.

Signed _____
ORIGINAL SIGNATURE REQUIRED—DO NOT STAMP

Signed _____
ORIGINAL SIGNATURE REQUIRED—DO NOT STAMP

Name _____

Name _____

Title _____

Title _____

MINIMUM OF ONE SIGNATURE MUST BE OWNER, PRINCIPAL, OR OFFICER AUTHORIZED TO ENTER COMPANY INTO CONTRACT

PERSONAL GUARANTEE

In consideration for the credit extended to the above – listed corporation, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred by the corporation through any of its authorized agents.

Signed _____

Position _____

Signed _____

Position _____

EXHIBIT A to CVBS Credit Application

TERMS OF SALE

IN CONSIDERATION FOR THE CREDIT EXTENDED TO CUSTOMER, CUSTOMER AGREES TO EACH OF THE FOLLOWING TERMS AND CONDITIONS OF SALE:

1. **Consequences of the Failure to Timely Pay.** CVBS is not obligated to extend credit to any Customer, and CVBS reserves the right to require cash on delivery at any time. Where credit has been extended to the Customer, Customer agrees that payment is due to CVBS no later than 30 days following the date of delivery. Should the Customer fail to pay with 30 days of delivery, then Past-due accounts shall be charged a "Late Charge" which is computed by a "periodic rate" of one and half percent (1.5%) per month, eighteen percent (18%) per annum, (or a minimum monthly charge of \$10.00). Customer agrees that any Late Charge computed will become part of its financial obligation to CVBS. If at any time in the opinion of CVBS, financial responsibility of the Customer becomes impaired or unsatisfactory, CVBS reserves the sole right to require payment in advance or other security for delivery under this agreement and payment for all CVBS Goods shipped becomes immediately due and payable. In the event legal action is undertaken to collect the account balance, the prevailing party shall be entitled to recover its attorneys' fees, court costs in addition to damages and all other relief provided by law. Should CVBS prevail in a lawsuit to collect a past due balance, CVBS shall be entitled to recover the principal amount due together with late charges, all legal costs including the cost of mechanic's liens, the cost of the suit to perfect same, and reasonable attorney's fees and costs. CVBS reserves the right to close any account for any reason at any time.
2. **Mutual Waiver of Consequential Damages.** CVBS and Customer waive Claims against each other for consequential damages arising out of or relating to any oral or written contracts for the supply of merchandise, materials and equipment by CVBS to Customer (referred as CVBS Goods). This mutual waiver includes: (a) Damages incurred by the Customer for delay, rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons; and (b) Damages incurred by CVBS for principal office expenses, for losses of financing, business and reputation.
3. **Delay.** CVBS is not liable for any costs, expenses, or damages experienced by Customer arising out of any delay in the delivery of any CVBS Goods to Customer.
4. **California 20-Day Preliminary Notices.** Customer agrees to deliver the name & address of the Project Owner, Prime Contractor, Surety, & Lender to CVBS with each purchase. Failure to do so will result in a handling fee equal to 10% of the purchase.
5. **Duty to Inspect.** Customer agrees that delivery of all CVBS Goods shall be inspected upon receipt and if any errors or irregularities exist, then the errors and irregularities must be reported to CVBS in writing within five (5) days of receipt of the CVBS Goods, and in no event before using the CVBS Goods. If Customer fails to timely notify CVBS, or if Customer uses the CVBS Goods, then Customer waives any right to any claim, refund, or adjustment of any kind with regard to those CVBS Goods. Customer agrees that CVBS assumes no liability as to use of the CVBS Goods. Customer agrees that when CVBS Goods are incorporated into the work of improvement, such an act constitutes irrevocable acceptance by the Customer that the CVBS Goods comply with terms of sale. Customer agrees that the quantity stated in the point of sale invoice shall be deemed correct unless customer writes otherwise on the point of sale invoice within 5 days of the of delivery.
6. **All Sales are Final.** All sales are final, however, CVBS may in its sole discretion, elect to accept return of non-defective CVBS Goods sold to Customer provided:
 - 6.1. A ten percent (10%) handling charge will be assessed on stock goods returned for credit. The CVBS Goods must be accompanied by the original invoice, the CVBS Goods must be in the same condition as existed at the time of the original sale by CVBS and the CVBS Goods must be returned within thirty (30) days of the original sale by CVBS. Customer agrees that CVBS is under no obligation to accept return of CVBS Goods in exchange for a credit to customer's account, and specifically agrees that CVBS has no obligation to accept returns or exchanges, regardless of the condition of the CVBS Goods, after thirty (30) days from the date of the original sale.
 - 6.2. Customer agrees that all special order items, including window units, pre-hung doors, and trusses are not returnable by the customer for credit under any circumstances.
7. **Warranty.** Customer agrees that in the event it is determined that any CVBS Goods or material is defective in any respect or not suitable for any particular purpose, customer agrees that customer's legal and equitable remedies are limited to the replacement of the defective material and/or CVBS Goods and in no event is CVBS liable for more than the difference between the purchase price of the original CVBS Goods that is determined to be defective, and the actual value of the defective CVBS Goods. Further, customer agrees that no action arising from or relating to the sale of alleged defective CVBS Goods or materials shall be commenced against CVBS more than one (1) year after delivery of said CVBS Goods or materials. To the full extent permitted by California law, this limitation of liability applies to all actions of any character, whether at law or in equity, and whether sound in contract, tort or otherwise.
8. **Delivery.** All prices are based upon delivery during regular working hours Monday through Friday on suitable roadways or approaches to points of delivery. An additional charge will be assessed for delivery after 3:00 p.m. and on Saturday, Sunday, or Holidays. Customer agrees to have a qualified representative available with authority to: 1) insure adequate access for delivery of the CVBS Goods, including but not limited to legal access and all required permits for delivery and deposit of the CVBS Goods 2) inspect and accept the CVBS Goods at the time of delivery 3) direct the location for the deposit of the CVBS Goods 4) acknowledge the receipt of the CVBS Goods by signing the CVBS's delivery ticket, (Customer's Representative). Customer agrees to pay for on-site truck standby time at CVBS's current standby rates. If a Customer's Representative is not present at the time of delivery, or if suitable access to the delivery point is not provided, Customer agrees that at CVBS's option, CVBS may: 1) deposit the CVBS Goods at a point accessible by CBVS trucks; or 2) return the CVBS Goods to the Store and in that case, Customer agrees to pay for the full cost of the round trip delivery to the Project at CVBS's standard delivery rates together with the cost of loading/unloading. Customer agrees that CVBS is not responsible for damage arising from the delivery as directed by the Customer's Representative and Customer agrees to defend, indemnify and hold harmless CVBS, CVBS and its employees and agents from and against all claims and damage arising from delivery beyond a public maintained road, including CVBSs attorney's fees and costs. Prices are based on delivery to points accessible by CVBS trucks only. CVBS furnishes no lanterns for loads dumped in street and customer agrees that CVBS assumes no risk or liability in the method and manner in which the CVBS Goods is delivered and stored at the delivery point. Customer agrees that CVBS is not responsible for broken sidewalks or curbs.

9. **Price Verification.** All Prices stated in the point of sale invoice are subject to price verification by CVBS. Corrections in said prices will be reflected in customer's monthly statement.
10. **Indemnification.** To the fullest extent permitted by law, the Customer shall indemnify and hold harmless CVBS and all of its agents and employees from and against all claims, damage, loss and expenses, including but not limited to CVBS's attorney's fees, arising out of or resulting from the use of the CVBS Goods and materials delivered to Customer by CVBS.
11. **Personal Guarantee Defined.** Each person that personally guarantees this credit application agrees to be personally, jointly, and severally liable for all the Customer's obligations and indebtedness to CVBS incurred by the Customer or its employees or agents. Each Guarantor acknowledges that this guaranty is and shall be an open and continuing guaranty and any and all liability which it applies or may apply shall be conclusively presumed to have been created in reliance of this guaranty, notwithstanding any renewals, modifications, additions, or extensions of credit. Guarantor hereby waives (a) presentment, demand, protest, notice of dishonor, and notice of non-payment (b) the right if any to the benefit of or to direct the application of any security hypothecated to CVBS until all indebtedness of applicant shall have been paid (c) the right to require the holder of proceed against applicant or to pursue any other remedy. In addition, Guarantor agrees that CVBS may proceed against guarantor directly or independently of applicant and that the cessation of liability of applicant for any reason other than full payment or any extension, renewal, forbearance or acceptance, release or substitution of security or any impairment, suspension, of loss or any right to remedy of CVBS against applicant, including the extension of the date payment is due or any security, shall not in any way affect the liability of guarantor hereunder.
12. **No Liability for Accuracy of Materials List.** Customer understands and acknowledges that that CVBS assumes no liability for the accuracy or adequacy of any "take off" list of materials ("Materials List") that may be prepared by CVBS to supply the necessary or proper materials to construct any project identified in any description, plans, or specifications provided by Customer to CVBS. The sole purpose of a Materials List is to fix prices for the items listed in the Materials List. Customer understands that CVBS does not provide estimating services. Consequently, Customer hereby waives all errors that may exist in any "Materials List" prepared by CVBS including but not limited to any claim that the quantities in the Materials List are inaccurate or insufficient; any claim that any item in the Materials List fails to comply with the plans, specifications, or applicable building codes; and any claim that any item delivered to Customer varies from the items identified in the Materials List. Customer agrees that its remedies are limited by these Terms of Sale.

**Central Valley
Credit Application**

Applicant/ Business Name: _____

AUTHORIZATION TO VERIFY INFORMATION:

Applicant represents that all of the application information is true and correct and here by authorize verification of credit references.

(Print Name)

(Title)

(Print Name)

(Title)

(Signature)

(Date)

(Signature)

(Date)