



WHOLESALE ACCOUNT APPLICATION

Date _____

The following is our standard account application that must be filled out completely. You can submit this application online or print and return it via fax or mail. The address and fax number is listed below.

- Fill out both pages of the following wholesale application completely and sign on the bottom line. Incomplete applications might result in delays processing.
- To keep your credit terms open, we will require an updated credit application every three years.
- All invoices MUST be paid within the appointed terms from the DATE OF INVOICE. Accounts with a history of late pays will be refused future credit terms.

BUSINESS INFORMATION:

Full Legal Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ How Long At This Address? _____

Type Of Business: _____ Fed. Tax ID No. _____

Website: _____ Email: _____

Ownership: Proprietorship Partnership Corporation Non-Profit Resale Certificate No. _____

OWNERSHIP INFORMATION: How Long Established Under Current Ownership? _____

Principal's Full Name #1 : _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec. No. _____ Drivers License No. _____ % Owned: _____

Principal's Full Name #2 : _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Soc. Sec. No. _____ Drivers License No. _____ % Owned: _____

BANKING INFORMATION (if applying for terms):

Bank Name #1: _____ Contact Person: _____ Phone No: _____

Acct. No. _____ Loan Account No. _____ Fax No: _____

Bank Name #2: _____ Contact Person: _____ Phone No: _____

Acct. No. _____ Loan Account No. _____ Fax No: _____

TRADE REFERENCES (if applying for terms):

Company #1: _____ Phone No. _____ Fax No. _____ Acct. _____

Company #2: _____ Phone No. _____ Fax No. _____ Acct. _____

Company #3: _____ Phone No. _____ Fax No. _____ Acct. _____

Your cooperation to fully complete the above will expedite your wholesale approval.

I hereby authorize the vendor listed above or any credit bureau or other investigative agency involved with the above mentioned purchase to investigate the references listed herein or statements of other data obtained from me or from any other person pertaining to my credit and my financial responsibility. I hereby verify all statements contained in this application are true and complete, and are made for the purpose of obtaining credit.

Owner/Officer Signature: _____ Date: _____

By (Owner/Officer Name printed) : _____

Terms and Conditions

1. Terms and Conditions: Applicant agrees to be bound by all terms and conditions set forth herein if sales are made to applicant on account.

2. Invoice Provisions: Applicant further agrees to be bound by the terms and provisions set forth on The Stockroom, Inc. invoices related to any sales or shipments to applicant.

3. Authorization: If applicant is an entity other than a sole proprietorship, the undersigned represents that he is duly authorized to enter into this Agreement on behalf of such entity and or such entity is thereby fully bound.

4. Performance Guarantee: The undersigned hereby guarantees performance of all obligations of applicant or this Agreement and payment by Applicant of all amounts due under all The Stockroom, Inc. invoices. Having been advised of the effect of said provisions by its own council, Guarantor expressly waives the provisions of Section 2815, 2819, and 2845 of the California Civil Code (and all similar Guarantor's rights as well as provisions of any statute of the law of any other jurisdiction which are similar in circumstance or effect to such actions) which read as follows: Section 2815- " A continuing guarantee may be revoked by the guarantor, in respect to future transactions, unless there is a continuing consideration as to such transactions which he does not renounce." Section 2845- "A surety may require the creditor, subject to Section 996.440 of the Code of Civil Procedure, to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue, and which would lighten the surety's burden; and if the creditor neglects to do so the surety is exonerated to the extent to which the surety is thereby prejudiced." Section 2819- "A surety is exonerated, except so far as he may be indemnified by the principal, is altered in any respect, or the remedies or rights of the creditor against the principal, in respect hereto, in any way impaired or suspended." Said Grantor further waives the provisions of Section 2849 (surety entitles to benefits of securities for performance) and Section 2850 (property of principal first applied to discharge of obligation), to the extent that the same may be applicable to this transaction.

5. Terms of Payment: Payment for all goods is due and payable upon delivery unless other arrangements have been agreed upon in advance and appear on the face of this contract. A 1.5% monthly interest rate will accrue and be payable on all accounts over thirty (30) days old.

6. Excuse for Nonperformance: All orders are accepted subject to strikes, riots, wars, labor troubles, floods, fires, accidents, delays, contingencies of transportation, governmental acts, and any other cause beyond the control of The Stockroom, Inc., and if any such cause prevents or interferes with the delivery of goods ordered, the buyer shall accept as full and complete fulfillment of the order such portion of the goods covered by the order as The Stockroom, Inc. is able, under the circumstances, to produce and deliver in accordance with the order.

7. Revocable on Nonpayment: If the buyer fails to pay The Stockroom, Inc. when due, The Stockroom, Inc. may terminate this contract as to further delivery, and no forbearance or course of dealing affects this right of The Stockroom, Inc. Notwithstanding any previous shipment on credit, The Stockroom, Inc. may, at any time, demand payment on delivery or require payment on tender of shipping documents.

8. Acceptance of Terms: A quotation, order or contract is not binding until accepted in writing by an officer of The Stockroom, Inc. at its general office at 2807 West Sunset Boulevard, Los Angeles, California 90026, USA. Until accepted in this manner, a quotation, order or contract is subject to change without notice.

9. Modification and Integration: This contract cannot be modified except by writing and signed by both parties. This contract constitutes the entire agreement between parties relating to the extension of credit by The Stockroom, Inc. to Buyer. The provisions of any Purchase Order or other Instrument of Buyer are superseded by the provisions of this contract.

10. Choice of Law: This contract shall be interpreted and its validity and effect shall be determined in accordance with the laws of the State of California. Any litigation in any way related to this contract shall be brought in Los Angeles County, California.

11. Waiver: No waiver or any breach of default under this contract operates as a waiver of any future default, whether of a like or different character, except as otherwise provided herein.

12. Attorney's Fees: In the event it becomes necessary for The Stockroom, Inc. to retain legal council to implement collection procedures or to undertake litigation, or to otherwise protect its rights under this contract, buyers shall pay The Stockroom, Inc. a reasonable sum for Attorney's fees and related costs whether or not any such litigation proceeds to final judgment.

13. Collection Agency Fees: In the event it becomes necessary for The Stockroom, Inc. to retain an agent for collection procedures, buyers shall pay The Stockroom, Inc. all collection fees and related costs charged to us by the agent.

14. Returned Check Fees: There will be a \$25.00 fee for all checks returned as unpayable.

15. Severability: If any provision of this contract, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, it shall not affect any other provision of this contract, the application of any such provision in any other circumstance or the validity or enforcement of this contract.

16. Arbitration: Any controversy arising out of or relating to this agreement, or the making, performance or interpretation thereof shall be settled by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect.

OWNER/OFFICER

By: _____

"The Undersigned"

Printed Name

Date