



HARDHAT CONSTRUCTION SUPPLY

Mailing: 13407 Yorba Ave
 Chino, CA 91710
 Tel: 951-299-7331
 FAX: 877-225-4660

office use only

Date: _____

approve by: _____

denied by: _____

account# _____

comments: _____

"The Best Choice for Supplies and Fabrication"

credit application and agreement

		Date:	Est. Credit Line \$
Applicant: (Legal Business Name)		How Long Established	
Mailing Address		How Long At this Address	
City	State	Zip Code	Type of Business
			E-mail Address
Business Address (If different from Above)		Bus. Phone#	
		Bus. Fax#	
Previous Address (If less than 2 years)		Contractor Lic#	
		Type	
OWNERSHIP: SOLE PROPRIETORSHIP () PARTNERSHIP () LLC () CORPORATION () FED TAX I.D.			
NAMES OF OWNERS/OFFICERS	SOCIAL SEC#	HOME ADDRESS, CITY, STATE, ZIP	PHONE NO.
TRADE REFERENCE (SUPPLIERS ONLY)	ACCOUNT #	PHONE	CONTACT
BANK REFERENCES	BRANCH ADDRESS	PHONE NO.	Acct No. () BUSINESS
			() PERSONAL
BANK REFERENCES	BRANCH ADDRESS	PHONE NO.	Acct No. () BUSINESS
			() PERSONAL

DOES APPLICANT OWN REAL PROPERTY? IF YES, GIVE ADDRESS: _____

DOES INDIVIDUAL OWN REAL PROPERTY? IF YES GIVE ADDRESS: _____

HAS THE APPLICANT AND/OR IT'S OFFICERS/OWNERS OR DIRECTOR EVER BEEN INVOLVED IN BANKRUPTCY PROCEEDINGS? () YES () NO

HAVE ANY OFFICERS, SHAREHOLDER OR DIRECTOR EVER APPLIED AT HARDHAT BEFORE? IF YES GIVE NAME _____

MERCHANDISE WILL BE PURCHASED BY THE FOLLOWING: () PURCHASE ORDER () JOB NAME# () OTHER: _____

() TAXABLE () NON-TAXABLE (ATTACH RESALE CARD)

By providing the number and / or email address, Customer consents to Hardhat's sending communications (such as statements, invoices, advertisements and other business matters) via regular email and/or fax.

please read and sign page 2
 please email to info@hardhatconstructionsupplycom or fax to 877-225-4660

AGREEMENTS, TERMS AND CONDITIONS

1. The Applicant listed on page 1 (hereinafter referred to as "Customer") desires to purchase goods and services from Hardhat Construction Supplies (hereinafter referred to as "Hardhat") on open account and agrees in consideration of creating such open account to be bound by the following terms and conditions. Hardhat's acceptance of this application and upon opening an account shall constitute a binding agreement with the Customer pursuant to the terms and conditions of this agreement.
2. Credit will be extended by Hardhat to Customer based on the information provided in this application, and Hardhat is authorized to check background, including financial background of Customer and its owners, officers & guarantors. Customer agrees to pay any and all charges, fees and cost which Customer or authorized person incurs on the Customer's account. Unless Customer notifies Hardhat in writing within (5) days of any unauthorized use of Customer's credit. Customer agrees that any other person who incurs charges on Customer account is authorized to do so. Customer acknowledges and accepts that Hardhat, in its own determination and without notification, may increase or decrease the Customer's credit limit. Customer affirms that any financial documents provided Hardhat are true and correct and will provide Hardhat other such documents, from time to time upon request. Customer represents that it is solvent as the date of this agreement and when Customer purchases products and services from Hardhat. Customer shall immediately notify Hardhat in writing of any adverse business conditions (such as insolvency) experienced by Customer.
3. Hardhat will provide Customer (by fax, e-mail, US mail, or website posting at Hardhat's option), an invoice for each purchase and a monthly statement of account, which will show Customer's account activities, delinquency charges and new balance. By providing Customer's fax number and/or e-mail address, Customer consents to Hardhat's sending communications (such as statements, invoices, advertisements and solicitations, and other business matters) via US mail, e-mail and/or fax transmission. Customer agrees to notify Hardhat in writing, of any errors in either the invoice or in the statement within 10 days after the date of that invoice or statement, respectively. If Hardhat is not notified, the invoice and/or the statement shall be deemed to be correct, and accepted as rendered. All sums owing to Hardhat by Customer shall be paid in accordance with the terms and conditions expressed on Hardhat's written quotation or Hardhat's invoice. In the absence of such express terms and conditions, Hardhat terms will be net 30 (payment due on all invoices within 30 days of the purchase date). Whether or not expressed in said quotation or invoice, all sums past due 31 days is subject to an interest charge at the rate of up to one and one-half percent (1.5%) per month or as limited by law.
4. Customer agrees that if Hardhat is not paid on time, in accordance with Hardhat's terms, Customer shall pay all costs and expenses incurred by Hardhat in connection herewith, including actual fees charged by a collection agency or attorney, and any other charges which can be legally charged to the Customer. Customer agrees that for and in consideration of Hardhat's extension of credit, that the agreement is to be in the exclusive jurisdiction under the laws of the state of California and that if legal action is brought to enforce this agreement, that Riverside County, California shall be the exclusive jurisdiction and legal venue for said action. Customer agrees that if Hardhat refers this agreement to an attorney for enforcement, that Customer agrees to pay Hardhat actual attorney's fees and cost incurred in the enforcement hereof, whether or not formal proceedings are brought to remedy Customer's breach of agreement. Customer agrees to pay Hardhat's standard service charges for items such as each dishonored check, the filing of and removal of liens and stop notices, etc.
5. Customer authorizes and permits Hardhat to share information regarding the status of Customer's account with third parties who may have an interest in such information. All authorized buyers for Customer shall have access to all account information.
6. Hardhat has the right to file and record Preliminary Notices, Stop Notices, and/or Mechanics Lien against any site to which material has been supplied and invoiced yet remains unpaid. Nothing contained herein shall be construed as a Waiver by Hardhat of any lien or bond rights, or any other rights, which it may now have, or hereafter be acquired by law. Customer shall provide Hardhat with all necessary information to properly file such notices and liens.
7. Hardhat disclaims all warranties and makes no warranties, either expressed or implied, as to equipment or materials merchantability or fitness for any particular purpose or use. The Customer's sole and exclusive warranty, if any, is that provided by the product's manufacturer and Customer shall seek its remedy directly from manufacturer. Under no circumstance(s) shall Hardhat be liable for personal injury, property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, fabrication, sale, transportation, failure or delay of delivery, installation, use, nonuse or repair of the products and/or services sold or supplied by Harhat. Customer agrees to indemnify and hold Hardhat, and Hardhat's owners, officers, and directors harmless from any such claims. Hardhat makes no promise or representation that the products or services will conform to any federal, state or local law, ordinance, regulation, code or standard, except as particularly specified and agreed upon in writing by an authorized officer of Hardhat. Customer hereby agrees that under no circumstance(s), and in no event, shall Hardhat's liability, if any, exceed the net sales price of the defective product(s) and/or service(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. All shortages must be reported within 72 hours of delivery, or receipt of invoice, whichever is later. Failure to report shortages or defect within 72 hours shall be indicative that Customer received and accepted material shown on invoice.
8. Customer agrees to be responsible for the cost to repair any rented equipment damaged or for the full replacement value of any equipment missing or otherwise not returned immediately after the rental period, or is damaged beyond repair upon its return. Customer agrees to all terms of Hardhat's Rental Agreement (a copy of which is available upon request).
9. If Customer enters into a joint venture agreement with another party then Customer agrees that the terms of this credit agreement shall also be binding on the joint venture and on Customer, as joint venturer.
10. Hardhat reserves the right to modify and/or change any terms and conditions of this Agreement at any time with or without prior notice. The most current terms and conditions are posted on Hardhat's website or Customer may request a copy at any time. By continuing to purchases from Hardhat, Customer agrees to be bound by the modified Agreement.
11. Upon Hardhat's acceptance, this agreement embodies the entire agreement of the parties. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by an officer of Hardhat. Any terms in a purchase order or other writing from Customer which add to, take away, or contradict the terms of this credit agreement in any way shall be of no force and effect.
12. The undersigned certifies that the above information is true, complete, and correct, and that the undersigned has read and agrees to all the terms and conditions of the agreement noted on page 1 and page 2 of this document.

Date: _____ Company Name: _____

*Signature _____ *Owner/Officer Signature Only _____

SIGN AND PRINT NAME

In consideration of the Hardhat's extension of credit to the Customer and as an inducement to Hardhat to continue to extend credit to said Customer, the Undersigned jointly and severally, and unconditionally guarantees the payment of any and all sums of money as are now owed, or at any time hereafter, may be owing to Hardhat by said Customer, as a result of Hardhat's extension of credit. Any undersigned guarantor who is married expressly represents that their spouse, for purpose described herein, binds their marital community. The undersigned agree to hold Hardhat harmless from any loss, damage and expenses caused or arising out of default on the part of the Customer. Hardhat may proceed against the undersigned without being required to first proceed against the Customer, and may proceed against any one of the undersigned without waiving it's right to proceed against any of remaining Guarantors. The undersigned waives notice of extension of time, modification of terms, settlements or resolutions of disputes, modification of credit line, or default of Customer.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to Hardhat not to make any further sales and deliveries on the security of the Guaranty and until the expiration of (5) days after such notice shall have been received by Hardhat by registered mail, returned receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said (5) day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

SIGN: Self _____ Spouse _____ If married

SIGN: Self _____ Spouse _____ If married