

# Bristolite® Daylighting Systems

BRISTOL FIBERLITE INDUSTRIES doing business as BRISTOLITE SKYLIGHTS

## CREDIT APPLICATION

COMPLETE AND MAIL TO: BRISTOLITE SKYLIGHTS · CREDIT DEPT  
401 E. GOETZ, SANTA ANA, CA 92707  
(714) 540-8950 · Fax (714) 540-6269

DATE \_\_\_\_\_

APPLICANT NAME \_\_\_\_\_

PHYSICAL LOCATION \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
If different than Mailing Address

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_ FAX NUMBER ( ) \_\_\_\_\_  
Area Code Area Code

CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_ TYPE OF LICENSE \_\_\_\_\_

CORPORATION  PARTNERSHIP  LLC  SOLE OWNERSHIP

### OWNERS, OFFICERS OR PRINCIPALS

NAME	TITLE	SOC. SEC/TAX I.D. #
HOME ADDRESS		HOME PHONE #
CITY	STATE	ZIP
NAME	TITLE	SOC. SEC/TAX I.D. #
HOME ADDRESS		HOME PHONE #
CITY	STATE	ZIP
NAME	TITLE	SOC. SEC/TAX I.D. #
HOME ADDRESS		HOME PHONE #
CITY	STATE	ZIP

### NAME FOUR FIRMS WITH WHOM YOU HAVE ESTABLISHED CREDIT

NAME	NAME
ADDRESS	ADDRESS
CITY	CITY
PHONE NUMBER ( )	PHONE NUMBER ( )
NAME	NAME
ADDRESS	ADDRESS
CITY	CITY
PHONE NUMBER ( )	PHONE NUMBER ( )

### BANK REFERENCES

BANK	TYPES OF ACCOUNT(S):	<input type="checkbox"/> CHECKING	<input type="checkbox"/> SAVINGS	<input type="checkbox"/> LOAN
BRANCH	ACCOUNT NUMBER			
ADDRESS	CITY	ZIP		
PHONE NUMBER ( )	MANAGER OR RESPONSIBLE PARTY			

HOW LONG IN BUSINESS? \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

BONDING COMPANY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY-STATE: \_\_\_\_\_ STATE: \_\_\_\_\_

HAVE YOU EVER FILED BANKRUPTCY?  YES  NO

IF YES, WHEN AND WHERE: \_\_\_\_\_

STATUS OF BANKRUPTCY: \_\_\_\_\_

\* IF APPLICANT IS A LICENSED CONTRACTOR, THE COMPANY NAME MUST BE THE SAME AS IT APPEARS ON THE CONTRACTOR'S LICENSE.  
IF MATERIAL FOR RESALE, PLEASE PROVIDE A CURRENT RESALE CERTIFICATE OR BE SUBJECT TO TAXATION.

**Incomplete or Unsigned Application will not be approved**

# BRISTOL FIBERLITE INDUSTRIES, Inc. dba BRISTOLITE SKYLIGHTS

## CREDIT AND TERMS OF SALE AGREEMENT

This Application for Credit and Credit Agreement hereafter collectively referred to as the "Agreement", sets forth the terms and conditions of the granting of credit to the named Applicant (Buyer) and shall govern the terms of all sales of goods between BRISTOL FIBERLITE INDUSTRIES, Inc dba BRISTOLITE SKYLIGHTS, (collectively referred to as Seller) and Buyer. Buyer hereby covenants and agrees with Seller as follows:

Buyer agrees to pay Seller for all goods Seller provides to Buyer. All bills are due and payable on the 30th day following date of invoice. A 1 1/2% per month, 18% per annum or the maximum permitted by law, interest will be added to all amounts that remain unpaid as of the date due. In the event of default in payment, or any default under this agreement, Seller may, at its sole and absolute discretion, refuse to release any further goods until the account or accounts are brought current or the default cured, regardless of whether goods had been previously ordered under any purchase order or contract. All sales may be conditioned, at the discretion of the Seller, on Buyer continuing to meet credit terms and policies of Seller. Buyer understands that no representative or employee of Seller, other than Seller's corporate officers or credit manager, has any authority to enter any agreement with Buyer that is different or contrary to the terms herein. No inaction by Seller shall be deemed a waiver of Buyer's obligation to perform any covenant or agreement contained herein. Continuation of the account is discretionary with Seller which discretion may be entirely arbitrary in its exercise.

Buyer certifies and warrants to Seller that the information provided in the Agreement is true and correct and authorizes Seller from time to time to (1) verify information supplied by the Buyer, (2) obtain credit reports and conduct credit investigation, including obtaining bank and financial institution credit information, (3) reinvestigate credit at its sole discretion and (4) to act as a credit reference for Buyer by responding to inquires from other creditors or potential creditors regarding transactions or experiences with Buyer.

Buyer promises to pay legal fees, costs and expenses of Seller to collect all or any portion of the amounts due under this Agreement, including, but not limited to, enforcement of any lien, stop notice or bond right, as well as attorney fees incurred for consultation and collection efforts that do not include litigation. This agreement is entered into and is to be performed by Buyer in the County of Orange, State of California and all payments are to be delivered to Sellers address. Seller may at any time change the credit terms of this Agreement effective on mailing or faxing a notice of the change to Buyer.

**LIMITATION OF LIABILITY AND DAMAGES:** Buyer assumes all risk and liability whatsoever resulting from the use of Seller's goods. Seller's liability for products Buyer claims are defective or nonconforming shall in no event exceed the purchase price for the material against which claim is made. Seller shall not be liable for any defects that may be caused either by faulty materials used in the aggregate with Seller's produced materials and which are manufactured by others or by faulty construction, installation or use on the part of the Buyer or others. Under no circumstances shall Seller be responsible for Buyer's removal or installation costs. All claims for breach of warranty must be presented to Seller in writing within thirty (30) days after delivery to Buyer. Failure of Buyer to give such notice shall be deemed to be a waiver by Buyer of all claims with respect to the subject products. Seller and Buyer agree that Seller shall not in any event be liable for any liquidated damages, penalties, consequential, contingent, special or incidental damages whatsoever, resulting from the purchase, delivery, receipt, installation or use of Seller's products, even if Seller shall have been advised of the possibility of such potential loss or damage, including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, Buyer's cost of cover, failure to realize anticipated savings, loss of Buyer's property or any liability damage or loss occasioned by such product including injuries to persons or property under any tort, negligence, strict liability, contract, or other legal or equitable theory, including indemnity. Under no circumstances shall Seller be liable for any delays in the performance of this Agreement or any order submitted by Buyer or Buyer's agent, in whole or in part, from any cause. No payment to Seller shall be withheld by Buyer pending adjustment of liability for the amount of any claim.

This Agreement may be executed by any party in counterparts, irrespective of the date of its execution and delivery, and that a photocopy, or fax signature shall be effective, valid and enforceable as if it was an original signature. Buyer shall not be entitled to set-off or deduction against sums due Seller.

Note: Buyer gives its unconditional consent to have both its commercial and non-business, personal consumer credit report and history search obtained and used by Seller in connection with this application for credit.

Date: \_\_\_\_\_

Buyer (Applicant): \_\_\_\_\_

Signature of Authorized Agent of Applicant: \_\_\_\_\_

Must be owner, officer, or partner

Print name of person signing: \_\_\_\_\_ Title \_\_\_\_\_