

LOCATION (Please Circle One):

| | | | | |
|--------------|--------------|---------------|----------------|-------------|
| Anaheim, CA | Artesia, NM | Fellows, CA | Fresno, CA | Houston, TX |
| Imperial, CA | Killdeer, ND | Las Vegas, NV | Long Beach, CA | Midland, TX |
| Pecos, TX | Phoenix, AZ | Portland, OR | Redding, CA | Shafter, CA |
| Stanley, ND | Stockton, CA | Ventura, CA | Williston, ND | |

Legal Business Name: _____ Date: _____

DBA's (If Any): _____

Mailing Address _____ City _____

ST _____ Zip _____

Shipping Address _____ City _____

ST _____ Zip _____

Phone No. (____) _____ Fax No. (____) _____ Nature of Business _____

Credit Limit Requested \$ _____ Web Site Address _____

Year Established _____ Business Type: Proprietorship _____ Partnership _____ LLC _____ Corp. _____

Owners/Officers: _____ Title _____

_____ Title _____

_____ Title _____

IF Proprietorship: Social Security No. _____ Home Number (____) _____

Home Address _____ City _____ ST _____ Zip _____

Contractor/Business License No. _____ No. of Employees _____ Federal ID No. _____

Are Purchase Orders Used? (circle) YES NO Accounts Payables Contact _____

A/P Phone Number (____) _____ A/P Fax Number (____) _____

A/P Contact Email Address: _____

Invoice Delivery Method: (circle) E-mail / Billing / Fax _____

Statement Delivery Method: (circle) E-mail / Billing / Fax _____

Resale Certificate: (circle) YES / NO State: _____ Resale Number: _____

If purchases are for Resale, then copy of reseller certificate must be attached.



Bank Information

Bank Name / Branch _____ Acct. No. _____ Contact _____

Mailing Address _____ City _____ ST _____ Zip _____

Bank (Personal) _____ Acct. No. _____

Have you, your partners, or officers EVER filed or are you planning to file bankruptcy? (circle) **YES / NO**

If so, when, under what name, where? _____

CREDIT REFERENCES

Trade References/Commercial Accounts (NO Credit or Charge Card referrals)

Credit Reference Information sheet may be attached to application.

Name _____

Add/City/ST/Zip _____

Phone _____ Fax _____ E-mail _____

Name _____

Add/City/ST/Zip _____

Phone _____ Fax _____ E-mail _____

Name _____

Add/City/ST/Zip _____

Phone _____ Fax _____ E-mail _____

By signing below the undersigned Acknowledges and Accepts BPS Supply Group's Terms and Conditions attached on page three:

Officer/Authorized Signature _____ Title _____

Printed Name _____

Officer/Authorized Signature _____ Title _____

Printed Name _____

The following persons are authorized to buy and charge to our account:

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Note: It is the Responsibility of the Applicant/Customer to notify BPS Supply Group of any changes to their Authorized Buyers. All notifications shall be in writing. BPS Supply Group assumes no liability in the event of an unauthorized charge due on Applicant's/Customer account.

ALL LINES MUST BE COMPLETED



EMAIL COMPLETED APPLICATION TO credit@bpssg.com or FAX TO 661-615-4398

Terms and Conditions

1. The Terms and Conditions set forth herein are for the sale of any product or equipment by BPS Supply Group and all its subsidiaries and affiliates (collectively, "BPS"). No provision of this Agreement shall be waived, modified, altered or amended, except in writing signed by Senior Management of BPS.
2. All charges are due and payable 30 days from the date of invoice. Customer agrees to pay a service charge of 1.5% per month (18% per annum) on all charges past due. Payments will be credited first against accrued interest and then invoiced charges. Customer agrees that all funds received by Customer, to the extent those funds result from the labor, product or equipment supplied by BPS Supply Group shall be held in trust for the benefit of BPS. There will be a \$25.00 charge on non-sufficient funds checks returned.
3. Customer agrees that this Agreement shall govern all 'delivery without signature' deliveries should Customer fail, be unavailable or be unable to sign any delivery documents. An unsigned delivery ticket, attested to by BPS, shall constitute prima facie evidence of the delivery of all goods listed on the delivery ticket. All deliveries are FOB BPS in Bakersfield, California.
4. California Law shall govern this Agreement notwithstanding any choice of law rule to the contrary. Customer agrees that this Agreement is entered into in Kern County, California and that the proper venue for any dispute is the Kern County Superior Court. If any portion of this Agreement is determined to be void, voidable or illegal, such portion shall be deemed severed from the other portions of this Agreement that are not void, voidable or illegal and such other portions shall be enforceable in accordance with their terms. In the event that it becomes necessary for BPS to employ an attorney or collection agency to enforce any of its rights, Customer agrees to pay BPS the actual amount of all costs, expenses and attorneys' fees incurred whether or not suit is filed.
5. **Terms and Conditions of All Sales:** (a) **Delay.** BPS shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond BPS's control, including without limitation, strikes, lockouts, fires, embargos, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign or governmental acts or regulations. (b) **Waiver.** All claims shall be deemed waived unless made in writing, delivered to BPS within 10 days after receipt of products or equipment by Customer. Customer's exclusive remedy and BPS's limit of liability for any and all losses or damages resulting from nonconforming products or equipment, or tender, or from any other cause, shall be the contract price of the particular product or equipment with respect to which the losses or damages occur. **IN NO EVENT SHALL BPS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, DELIVERY OR USE OF PRODUCTS OR EQUIPMENT OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY OR NEGLIGENCE.**
6. (c) **Inspection.** Customer shall afford BPS prompt and reasonable opportunity to inspect products or equipment as to which any claim is made as stated above. BPS reserves the right, in its sole discretion, to repair or replace any claimed defect in the products or equipment. (d) **Cancellation of Merchandise.** Cancellation of standard products or equipment may be honored only if the request is received prior to shipment. Custom made or special products or equipment may not be cancelled unless cancellation precedes the in-process manufacture of the product or equipment. (e) **Manufacturer Warranties.** Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. BPS does not warranty any product or equipment sold beyond the terms of such warranty offered by the manufacturer, if any. **BPS SPECIFICALLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Neither BPS nor the manufacturer warrants the product if (1) it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with the manufacturer's operating instruction. (f) **Returns.** All returns may be subject to a restocking charge.
7. Customer certifies by signing this Agreement that they are financially solvent as of the date signed and that they will immediately notify BPS of a material change in their financial condition. Customer agrees to furnish BPS a copy of their Financial Statement, including Profit & Loss and Balance Sheets within a reasonable time should BPS request same.
8. BPS retains the right to file security instruments as it sees necessary to secure its right to payment
9. The information provided, as well as that given on any attached pages, is for obtaining credit and is warranted to be true. Customer hereby authorizes BPS to investigate the references listed pertaining to Customer's credit and financial responsibility. Customer also authorizes ongoing annual investigation and reauthorization of Customer credit, financial responsibility and account with BPS.
10. The person(s) signing on behalf of Customer hereby certify(ies) that (a) he/she/they is/are authorized to sign this Agreement on behalf of Customer; (b) the information contained herein is true and complete and is being declared under penalty of perjury of the laws of the State of California and the United States of America.
11. Customer hereby authorizes its bank, financial or lending institution or credit references to release information to support its application with BPS.
12. **Electronic Invoicing:** Customers requiring electronic invoicing methods must make BPS aware at the time of or prior to sale. All sales required by customer to be invoiced electronically (i.e. via services such as ADP Open Invoice, Oildex, or the like) may be subject to a surcharge of five dollars USD (\$5.00) per invoice.
13. **Resale Certificate:** If a completed and signed resale certificate is not provided in a timely manner and customer requires corrected invoices, customer may be subject to re-invoicing charges.

ALL LINES MUST BE COMPLETED

