



**Complete Welders
Napa**
101 Camino Dorado
Napa, CA 94558

**Complete Welders
Rohnert Park**
5200 Commerce Blvd.
Rohnert Park, CA 94928

**Complete Welders
Stockton**
1549 N. Broadway
Stockton, CA 94502

P.O. BOX 2516 Napa, CA 94558 - FAX 707-265-8637

Business Information			
Firm Name ("Customer")		DBA	
Shipping Address – Street	City	State	Zip
Billing Address:	City	State	Zip
Purchasing Contact: Email Address: _____	Phone		Fax
Accounts Payable Contact Name: Email Address: _____	Phone		Fax
Purchase Order Required? Yes <input type="checkbox"/> No <input type="checkbox"/>		Would you like your invoices Emailed or Faxed?	
Authorized Buyers [Names]:			
Type of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/> : _____			
Fed ID#		Years In Business	
Credit References (Trade Accounts)			
Name		Telephone	Fax
Address		Account#	
Name		Telephone	Fax
Address		Account#	
Name		Telephone	Fax
Address		Account#	
Banking Institution		Telephone	
Branch Address		Account #	
Officer Information			
Name		Title	Driver License #
Residence Address			
Have you ever filed Bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>		Date	Location

Business Information

Firm Name ("Customer")	ACCOUNT #
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The above information is submitted solely for purposes of establishing or reviewing a commercial business account with Complete Welders Supply. The undersigned authorizes Complete Welders Supply to make such inquiries as are necessary to obtain credit information, obtain copies of consumer and commercial credit reports, and the undersigned authorizes his/her banks, suppliers, and credit references to release information regarding the undersigned's/Customer's accounts.

Terms and Conditions

- 1) All invoices are due for payment in full on the 30th day following the date of the invoice. If payment is not received by the 30th day, the account is past due.
- 2) Complete Welders Supply's billing closes on the last day of each month. Payments received after that date will be included in the following month's billing cycle.
- 3) Past due balances are assessed a finance charge of 1-1/2% per month, which is equal to an annual percentage rate of 18%, or the maximum rate authorized by law, whichever is lower. The finance charge will be assessed on the last day of the month on past due accounts.
- 4) Non-Current accounts will be placed on a COD basis at the option of Complete Welders Supply.
- 5) The Customer agrees to pay all of the costs of collection of accounts and repossession of equipment, and in the event that the services of an attorney are employed to enforce any of the obligations of the Customer hereunder, to pay Complete Welders Supply's attorney's fees and costs, whether or not an action/proceeding is commenced.
- 6) Acceptance of merchandise shall be deemed agreement by Customer of the Terms & Conditions contained in any and all of Complete Welders Supply's shipping documents, receipts and invoices. No modifications of these terms and conditions shall bind Seller unless in writing and signed by Seller.
- 7) The person signing below represents and warrants that he/she has the authority to sign for and bind Customer, and acknowledges that Complete Welders Supply is acting reasonably in reliance thereon.
- 8) **ARBITRATION: ALL DEBT COLLECTION CLAIMS IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) ARISING OUT OF OR RELATING TO CUSTOMER'S ACCOUNT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, BEFORE ONE ARBITRATOR IN NAPA COUNTY, CALIFORNIA, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND COMPLETE WELDERS SUPPLY ALSO AGREE THAT THE AAA OPTIONAL RULES FOR EMERGENCY MEASURES OF PROTECTION SHALL APPLY TO THE PROCEEDINGS. THIS ARBITRATION AGREEMENT ONLY INCLUDES DEBT COLLECTION CLAIMS. THE PARTIES AGREE THAT THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA, WILL HAVE EXCLUSIVE JURISDICTION OVER ALL OTHER CLAIMS AND CONTROVERSIES OF ANY NATURE BETWEEN CUSTOMER AND COMPLETE WELDERS SUPPLY.**
- 9) Title to cylinders or other equipment rented to Customer remains with Complete Welders Supply at all times. Customer shall not re-loan cylinders, or allow them to be refilled by anyone without the express written consent of Complete Welders Supply. Responsibility for the return of all rental property rests entirely on the Customer. It is the responsibility of Customer to obtain a receipt for all property returned. Cylinders or equipment that are lost, damaged, not returned, or otherwise made unserviceable while in the possession of the Customer will be paid for by the Customer at Complete Welders Supplies' "loss of use" rates, which are agreed to be the full retail replacement cost. Should the Customer fail to promptly return cylinders, or to pay any monies due on any cylinder or equipment for any reason without the express written consent of Complete Welders Supply, all cylinders or equipment in the Customer's possession shall also be immediately returnable on demand to Complete Welders Supply, and Complete Welders Supply shall have, in addition to all its other rights and remedies under law, the right to repossess said items without legal action, and to commence a legal proceeding for any balance due to Complete Welders Supply.
- 10) Title to all merchandise purchased under this agreement shall remain with Complete Welders Supply until the amount owing for said merchandise is paid in full.

Authorized Signature	Title
Print Name	Date

I / WE CERTIFY THAT EVERYTHING STATED ON THIS APPLICATION AND / OR ATTACHMENT IS TRUE AND CORRECT TO THE BEST OF MY / OUR KNOWLEDGE. ALL GOODS INVOICED TO APPLICANT BY COMPLETE WELDERS SUPPLY SHALL BE SOLD IN RELIANCE UPON THE INFORMATION CONTAINED IN, OR ATTACHED TO THIS DOCUMENT.

Business Information

Firm Name ("Customer")

ACCOUNT #

Personal Guarantee

For valuable consideration the undersigned Guarantor(s), jointly and severally, and unconditionally, guaranty and promise to pay Complete Welders Supply ("CWS") on demand all advances, debts, obligations and liabilities (individually and collectively "Indebtedness") of Customer to CWS. Guarantors authorize CWS to obtain consumer credit reports solely for the purpose of considering the establishment or review of a commercial business account. Liability of Guarantors shall be open and continuous for so long as there is any Indebtedness of Customer to CWS. Guarantors intend to guaranty at all times the performance and payment of all Indebtedness of Customer to CWS. Payments made upon Customer's Indebtedness will not discharge or diminish the liability of Guarantors for any and all remaining and succeeding Indebtedness of Customer to CWS. Any married person who signs this Guaranty as a Guarantor hereby expressly agrees that recourse under this agreement may be had against both his or her separate property and community property, whether now owned or hereafter acquired. Guarantors expressly waive any notice, presentment, demand, notice of default, diligence, defenses, resort to security, any obligation to proceed first against Customer, or any other Guarantor, and joinder of Customer, or other Guarantors, and authorize CWS to deal with Customer in any manner in which CWS sees fit in connection with any Indebtedness of Customer now, or hereafter created without any further notice to, consent or authorization from Guarantors being necessary, including, without limitation, modification, amendment and extension of the Indebtedness or security, application of payments in any order, and/or notice thereof. Any debt or obligation, current or future, of Customer to Guarantors is subordinated to this Guaranty. Guarantors also waive California Civil Code Section 2822 which provides that a settlement with Customer acts as a settlement with the Guarantors. In this regard, Guarantors understand and agree that CWS, in its sole discretion, and without notice to Guarantors, may settle or compromise the amount owed by Customer for the Indebtedness and, if such were to occur, Guarantors would remain jointly and severally liable for the full remaining balance then due on the Indebtedness.

ARBITRATION: ALL DEBT COLLECTION CLAIMS IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) ARISING OUT OF OR RELATING TO THE INDEBTEDNESS SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, BEFORE ONE ARBITRATOR IN NAPA COUNTY, CALIFORNIA, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. GUARANTORS AND CWS ALSO AGREE THAT THE AAA OPTIONAL RULES FOR EMERGENCY MEASURES OF PROTECTION SHALL APPLY TO THE PROCEEDINGS. THIS ARBITRATION AGREEMENT ONLY INCLUDES DEBT COLLECTION CLAIMS. GUARANTORS AND SELLER AGREE THAT THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF NAPA, WILL HAVE EXCLUSIVE JURISDICTION OVER ALL OTHER CLAIMS AND CONTROVERSIES OF ANY NATURE BETWEEN GUARANTOR AND CWS.

Guarantor's Name	SSN	DOB
Residence Address		Telephone
Guarantor's Signature		Date

(Signatures must be as individuals, not as corporate officials)

Authorized Signature	Title
Print Name	Date