



PLEASE SCAN BACK TO: priscilla@yofire.com

11120 Western Avenue, Stanton, CA 90680 • (714) 901-7290 • Fax (714) 901-7390

Credit Application

Company(s) Name:
dba: doing business as:
Company Street Address:

Mailing Address:

Telephone #: Fax #:

Nature of Business: Date Established:

Ownership Data: Individual Owner: General Partnership: Corporation:

Limited Partnership: Limited Liability Corp: Other:

Federal I.D. #:

Contractor's License #: Class: Years:

Contractor's License Bond Co.:

Address:

Phone #: Contact:

Owners/Officers/Partners

1. Name: Title:

Home Address:

Telephone #: S.S. #:

2. Name: Title:

Home Address:

Telephone #: S.S. #:

3. Name: Title:

Home Address:

Telephone #: S.S. #:

Has your Co., or any officer, owner, or partner of the Co. filed any type of bankruptcy? Yes No

If yes: What year What state What type: 7, 11, 13 or other

UCC filing on your business assets: Yes No if yes, dates of filing(s) Filed by

Business References

1. Name & Address:

Contact: Phone #: Fax #:

2. Name & Address:

Contact: Phone #: Fax #:

3. Name & Address:

Contact: Phone #: Fax #:

Business Information

Bank Name & Address:

Phone #: Contact: Account #(s) type:

Resale Permit #: (if applicable, also provide a resale exemption certificate)

TERMS AND CONDITIONS OF SALE AND LIMITATION OF WARRANTIES

1. Applicant authorizes YO Fab (hereinafter "YO ") to obtain the necessary credit and financial information from any source.
2. Applicant understands that the dollar amount invoiced by YO is to be paid in full thirty days from the date of invoice. Applicant further understands that title to all goods purchased passes to applicant curbside at the job site, or at the time the materials are picked up from YO. If applicant, or agent of applicant, fails to pay any invoice when due, applicant agrees to pay monthly service charges equal to one and one half (1 ½%) percent per month (18% per annum) on the outstanding principal balance due until paid. YO has the right to hold any material or shipments if the applicant account is past due for whatever reason. In the event that applicant disputes an invoice, said dispute shall only be valid if received in writing within 10 days of YO 's mailing of said invoice to applicant. In the event that it becomes necessary to employ legal counsel, or commences any collection efforts, to collect upon this account, applicant agrees to pay all costs of collection, including, but not limited to, attorney's fees and costs incurred in collection of the account. The venue of any action will be in Orange County, California.
3. Applicant shall be responsible for verification of the accuracy of all shipments and deliveries upon receipt. All shortage or discrepancy claims must be made and received by YO in writing within three (3) days of delivery or receipt of shipment. Such claims must be received where order originated to be effective. All sales are made f.o.b. point of shipment, in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damages shall be upon applicant.
4. YO shall not be responsible for any damages as a result of any delay in delivery. Any and all delivery dates given by YO are estimates only. Applicant is cautioned to make allowances for delays and is warned that YO shall not be liable to applicant for delays in delivery.
5. Applicant may not terminate or cancel any order after placement without the express written authorization of YO. Returns of materials normally carried in inventory may be return unused within 30 days of original purchase. If such authorization is given, an RGA number will be issued prior to the return of the materials. All material returned must be accompanied by a copy of the original invoice and the RGA number, and will be subject to a restocking charge in a sum to be determined by YO, but in no event less than fifteen percent (15%) of the original invoiced amount. Engineered or specially manufactured materials not normally carried in inventory may not be returned or canceled under any circumstances. Returns shall not constitute payment hereunder under any circumstances.
6. The liability of YO, arising out of or related in any way to the sale, manufacture, delivery, resale, installation or use of any goods sold by or furnished by YO, whether arising out of contract, negligence, strict tort or under any warranty or otherwise, shall not exceed the price of the specific goods upon which the liability is based. In addition to the foregoing limitation of liability, YO shall not, under any circumstances, be liable for special or consequential damages such as, but not limited to: damage to or loss of other property or equipment; loss of profits, revenue or reputation; loss of capital; loss of purchased or replaced goods; or liquidated damages assessed against the applicant by any party. Remedies of the applicant set forth herein are exclusive.
7. Goods distributed by YO are the products of reputable manufacturers. YO shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. YO provides no further warranty whatsoever. The foregoing shall constitute the exclusive remedy of the applicant and the sole obligation of YO with respect to defective material. Except as to title, there are no warranties, express, implied or statutory, written or oral, relating to any goods or materials purchased under the agreement which extend beyond those described in this paragraph. No implied statutory warranty of merchantability or fitness for a particular purpose shall apply and are expressly disclaimed hereby the applicant expressly waives any such warranty provided by any law whatsoever.
8. Applicant understands that this agreement shall act as a complete agreement between YO and undersigned and cannot be altered unless mutually agreed upon in writing by authorized representatives of both YO and the applicant.
9. Applicant shall notify YO in writing of any and all changes in the business nature of Applicant, including but not limited to changes in corporate structure, state of incorporation, changes to principal places of business, change to corporate shareholders, principals, and/or owners of applicant. No change in corporate structure shall have any effect upon the rights and remedies of YO which exist at the execution of this Application without the express written acceptance of YO, applicant shall immediately provide any additional information deemed necessary by YO, including the provision of an updated Credit Application upon request by YO.

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 YO shall be sold in reliance upon the information contained in, or attached to this document.

Date: _____ Print Name: _____

Signature: _____

Title: _____

(Must be signed by Owner, Partner or Corporate Officer)

PERSONAL GUARANTY

I/we, as an individual(s), personally guarantee payment of all present and future indebtedness of applicant to YO Fab (hereinafter "YO "), and waive all notices from YO and waive the right to require YO to proceed against applicant as principal obligator. I/we also agree that my/our personal liability hereunder shall not be deemed to be released or discharged by any extension of time, or by any other modification, substitution, settlement, supplement or compromise granted to applicant, or by change in the legal form or ownership of the applicant. This is a continuing guaranty and shall remain in force until revoked by me/us by notice in writing sent Certified Mail to YO, Attn: Credit Manager. Such revocation shall be effective only as to claims of YO which arise out of purchases or other transactions entered into after the receipt of such notice by YO. I/we agree to all terms of this credit application.

Date: _____ Signed by: _____

S.S. #: _____ Print Name: _____