

# DESERT INDUSTRIAL GAS

North Las Vegas

## CALIFORNIA TOOL & WELDING SUPPLY

RIVERSIDE • BARSTOW • HESPERIA • LANCASTER • SAN BERNARDINO • VICTORVILLE • MONTCLAIR • SANTA ANA • FONTANA • CORONA

### CORPORATION CREDIT APPLICATION

#### PLEASE COMPLETE AND RETURN ASAP

MAIN OFFICE (951) 300-2543  
201 N. MAIN ST. FAX (951) 300-0090  
RIVERSIDE, CA 92501

#### For Office Use Only:

Credit Limit \_\_\_\_\_  
Approved ☐ Account# \_\_\_\_\_  
Denied ☐ Date \_\_\_\_\_ Approved by \_\_\_\_\_

The following information is for the purpose of obtaining credit and goods or services sold pursuant to this application shall be on the terms and conditions set forth and this application shall become a part of all future contracts whether written, oral or mixed.

Business Name (COMPLETE LEGAL NAME) \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zipcode \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ ZIPCODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

FAX \_\_\_\_\_ WHEN ESTABLISHED \_\_\_\_\_

OWNERSHIP ☐ PARTNERSHIP ☐ SOLE PROPRIETOR FEDERAL ID# \_\_\_\_\_ Social Security # \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

NAME AND ADDRESS OF OFFICERS, PARTNERS OR PROPRIETOR:

NAME	HOME ADDRESS	BIRTHDATE	TELEPHONE

TRADE REFERENCES:

NAME	ADDRESS	TELEPHONE	FAX NUMBER

BANK REFERENCE:

BANK \_\_\_\_\_ BRANCH \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

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

BANK ACCOUNT IN NAME OF \_\_\_\_\_ SIGNED BY: \_\_\_\_\_

#### TERMS UPON WHICH CREDIT IS GRANTED:

All accounts shall be prepaid unless charge allocations have been established beforehand with credit department. Payment in full for accounts having charge accommodations is due within 25 days of the billing date indicated on the statement. Amounts unpaid within the 25 days are assessed a service charge of 1.5% per month (18% annual rate). Accounts with a balance past due of 25 or more days are subject to credit discontinuance without notice.

All payments for goods or services sold pursuant to this application are to be made at the location of the credit, as described in the first paragraph of this application. Said payments are deemed to be performance of the applicant.

I/We agree that should it be necessary for the creditor to instigate any legal proceedings for the collection of any balance due under this account, that the action shall be brought and tried in the Judicial District wherein payments are to be made, and that I/we agree that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

The above information is given by the applicant for the purpose of obtaining credit and is warranted to be true. California Tool & Welding Supply is authorized to investigate the references listed pertaining to the applicant's credit.

Maximum Monthly  
Credit Desired \$ \_\_\_\_\_

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Driver's License No: \_\_\_\_\_

Dated: \_\_\_\_\_

PO Required: Yes ☐ No ☐

Office use only:

Sales Representative \_\_\_\_\_

Territory Number \_\_\_\_\_

## GENERAL GUARANTY

This General Guaranty ("Guaranty") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, ("Guarantor") in favor of California Tool & Welding Supply, ("CTWS"), with reference to that certain CREDIT APPLICATION and/or EQUIPMENT LEASE (the "AGREEMENT"), made as of \_\_\_\_\_, 20\_\_\_\_ by and between CTWS and \_\_\_\_\_ ("OBLIGOR").

WHEREAS, Guarantor has an interest, financial or otherwise, in Obligor and it is to the benefit of Guarantor that CTWS enter into the Agreement with Obligor;

WHEREAS, Guarantor has read the proposed Agreement in full and finds the terms of the Agreement acceptable; and,

WHEREAS, Guarantor is desirous of guaranteeing the obligations and performance of Obligor under the Agreement as a material inducement to CTWS's entering into the Agreement with Obligor.

NOW, THEREFORE, in consideration of the promises contained in this Guaranty and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor represents, warrants, and agrees as follows:

1. Guarantor, jointly and severally, unconditionally guarantees the full and faithful performance by Obligor of the terms and conditions of the Agreement. In the event of Obligor's default or failure to fully and faithfully perform any of the terms or conditions of the Agreement, including, without limitation, Obligor's obligation to pay money when due, Guarantor unconditionally promises to pay CTWS all sums then due and unpaid by Obligor, plus all costs of collection, including reasonable attorney's fees.

2. The obligations of Guarantor under this Guaranty are joint and several and are independent of the obligations of Obligor under the Agreement. The liability of Guarantor to CTWS under this Guaranty is primary, and CTWS may bring a separate action or actions directly against Guarantor, whether or not a similar action is brought against Obligor or Obligor is joined as a party to the action. Guarantor hereby waives the benefit of any suretyship defenses affecting Guarantor's liability under this Guaranty or the enforcement of this Guaranty.

3. Notwithstanding any restrictions on modifications contained in the Agreement, Guarantor expressly authorizes CTWS, without notice or demand, and without affecting Guarantor's liability under this Guaranty, from time to time to renew, extend, accelerate, or otherwise change or modify the payment terms or other terms of the Agreement or any part of the Agreement without additional consideration and without further modification of this Guaranty.

4. Guarantor hereby waives any right to require CTWS to proceed against Obligor, proceed against or exhaust any security held by CTWS, or pursue any other legal or equitable remedy against Obligor before proceeding against Guarantor under this Guaranty. Guarantor waives any defense arising by reason of any defense of Obligor, or by reason of the cessation, from any cause whatsoever, of the liability of Obligor under the Agreement. Guarantor waives any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. CTWS may apply all proceeds received from Obligor or others to such part of Obligor's indebtedness as CTWS may deem appropriate without consulting Guarantor and without prejudice to or in any way limiting or lessening the liability of Guarantor under this Guaranty.

5. This is a continuing guaranty and shall not be discharged, impaired, or otherwise affected by death or incapacity of Guarantor, or the existence or nonexistence of Obligor as a legal entity. This Guaranty shall bind the heirs, administrators, representatives, successors, and assigns of Guarantor, and may be enforced by or for the benefit of any assignee or successor of CTWS.

6. This Guaranty shall be enforced in accordance with the laws of the State of California and shall, in all respects, be deemed a contract of the State of California.

7. This Guaranty represents the entire agreement and understanding between CTWS and Guarantor, and supersedes and replaces all prior agreements and understandings, whether oral or written. The provisions of this Guaranty cannot be amended, supplemented, or changed, nor can any provision of this Guaranty be waived, except by a writing signed by the party against whom enforcement is sought. No waiver of a breach of this Guaranty shall be deemed to constitute a waiver of a further breach, whether similar or dissimilar.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the date and year set forth below.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed name, title, and signature)