



NATIONAL COATINGS CORPORATION
1201 CALLE SUERTE, CAMARILLO, CALIFORNIA 93012

Office 800-423-9557 Fax 800-294-3866
www.nationalcoatings.com

APPLICATION FOR CREDIT

Company Name: Phone: Fax:
Street Address: Email:
City, State, Zip: Credit Limit Requested:

If incorporated, fill in Officers - Partnership, fill in Partners - Sole Owner, fill in Owner

CIRCLE ONE
CORPORATION
PARTNERSHIP
SOLE OWNER
Years In Business
Owner, Partner, President Address
Partner, Vice President Address

Contractors License #: State Issued: Expiration Date:
Resale Account? Yes No (If yes, must include copy of resale certificate) Certificate #:
Federal ID Number:

TRADE REFERENCES:

1. Name: Phone #:
Address: FAX #:
2. Name: Phone #:
Address: FAX #:
3. Name: Phone #:
Address: FAX #:
4. Name: Phone #:
Address: FAX #:

BANK REFERENCE:

Bank Name: Acct #: Credit Line? YES NO
Contact Person: Phone: Fax:

PLEASE READ AND SIGN REVERSE SIDE OF THIS APPLICATION.

# CREDIT AGREEMENT

## READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE SIGNING

- **Parties:** This agreement is between National Coatings Corporation (hereinafter called Company) and Applicant whose signature appears below.
- **Credit Information:** Applicant gives Company permission to investigate its credit standing by obtaining a credit report, or by directly contacting others who have this information in connection with this application for credit, or later in connection with an update, renewal, or extension of credit under this agreement. Company may furnish information about this account to credit bureaus or others that, in its discretion, may properly receive such information.
- **Standard Terms of Sale:** Terms are net 30 days from invoice date. Invoices will be dated upon shipment from our Camarillo, California plant.
- **Service Charge:** A service charge of 1 ½% per month (18% APR) will be charged for all debts past due.
- **Waiver:** Neither the acceptance of any partial or delinquent payment by Company or Company's failure to exercise any rights or remedies on default of Applicant shall be a waiver of the default, a modification of this agreement or Applicant's obligations under this agreement, or a waiver of any subsequent default by Applicant.
- **Collection Costs:** Applicant agrees to pay all reasonable costs, expenses, and attorney's fees, whether suit is filed or not, incurred in the enforcement of any obligation of the Applicant, or incurred in the collection of any sum due extended in reliance hereon.
- **Conflict of Laws/Venue:** Laws of the State of California shall apply to the interpretation of this agreement in the event a choice of laws issue should arise upon litigation. Applicant further agrees that the courts of the County of Ventura, State of California, shall hold jurisdiction over all disputes arising under this agreement for the sale of any goods by Company.
- **Successors in Interest:** This agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Must be Owner, Officer or Partner)

### Continuing Personal Guarantee

Whereas **National Coatings Corporation** (hereafter "Seller") is contemplating the sale of roofing materials to \_\_\_\_\_ (hereinafter "Debtors"). In order to induce Seller to sell roofing materials to Debtors, the undersigned (hereinafter "Guarantors") both jointly and severally, guarantee to make payment for all amounts presently owing or which shall be owed by Debtors to the Seller for products sold to Debtors. It is understood that in the event Debtors do not pay the Seller within the time specified by the Seller in its stated credit terms, the Guarantors shall immediately pay the Seller the sum due from the Debtors.

The Guarantors expressly waive presentment, protest and notice of protest for non-payment. In the event of suit to enforce the provisions of this guarantee, Guarantors agree to pay reasonable attorney fees and all costs of collection including fees or commissions to collection agencies.

The Guarantors further waive any statutory or other rights they may have to insist upon initial proceedings against the principle obligator or against any particular Guarantor, or that proceedings must be brought against all of the obligators, jointly. It being expressly provided that the Seller may elect to proceed against any one or more Guarantor regardless of solvency of Debtors or the extension or modification by the Seller of the credit terms granted to Debtors. Where there is but a single Debtor or where a single Guarantor executes this guarantee, all the words used herein in the plural shall be deemed to have been in the singular where the context and construction so require.

GUARANTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 GUARANTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_