



# HORN

16050 CANARY AVE. LA MIRADA, CA. 90638  
PH: 714 523-8050 FAX: 714 735-5433 (only for credit purposes)

## APPLICATION FOR CREDIT AND SALES AGREEMENT

APPLICANT'S **LEGAL** NAME: \_\_\_\_\_

DBA / BRAND NAME: \_\_\_\_\_

ADDR/CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

ACCOUNTS PAYABLES CTC: \_\_\_\_\_ EXT. \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME/ADDRESS OF PARENT CORP., IF SUBSIDIARY OR DIVISION \_\_\_\_\_

APPLICANT'S LEGAL STATUS: CORPORATION ( ) SOLE PROPRIETORSHIP ( )  
PARTNERSHIP ( ) LIMITED LIABILITY COMPANY ( )

**FEDERAL TAX ID#** \_\_\_\_\_ **PURCHASES FOR RESALE :** Y / N

**\*\*IF YES, PLEASE PROVIDE A COPY OF YOUR RESALE EXEMPTION CERTIFICATE\*\***  
(THIS IS NOT A W-9 OR YOUR SELLER'S PERMIT. IT IS A SEPARATE & DISTINCT FORM)

DATE INCORPORATED / DATE BUSINESS BEGAN: \_\_\_\_\_ OFFICE/PLANT: OWN ( ) LEASE ( )

**GROSS ANNUAL SALES:** \_\_\_\_\_ **NUMBER OF EMPLOYEES:** \_\_\_\_\_

**\*\*\*ESTIMATED VALUE (AVERAGE) OF MONTHLY HORN PURCHASES: \$** \_\_\_\_\_ **\*\*\***

ARE THERE ANY OUTSTANDING LAWSUITS OR OTHER CONTINGENT LIABILITIES LISTED ON YOUR  
BALANCE SHEET? Y / N IF YES, PLEASE PROVIDE ANY AMOUNT ESTIMATED: \_\_\_\_\_

### BANK REFERENCE:

NAME: \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ **\*\* FAX:** \_\_\_\_\_ CONTACT: \_\_\_\_\_

### TRADE REFERENCES: (PLEASE LIST 4 PROMINENT SUPPLIERS)

NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ **\*\* FAX:** \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ \*\* FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ \*\* FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ \*\* FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**\*\*\*KINDLY SUBMIT A FINANCIAL STATEMENT FOR CREDIT REQUESTS  
EXCEEDING \$75,000 (A Confidentiality Statement Is Available)\*\*\***

1. TERMS OF PAYMENT: INVOICES ARE DUE UPON PRESENTATION AND PAYMENT SHALL BE CONSIDERED LATE (PAST DUE) IF NOT RECEIVED WITHIN THIRTY DAYS FROM THE INVOICE DATE. THESE TERMS MAY NOT BE MODIFIED OR AMENDED UNLESS AGREED TO IN WRITING BY THE E.T. HORN COMPANY.
2. INTEREST ON LATE PAYMENTS: INTEREST IS DUE BASED UPON THE MAXIMUM LEGALLY ALLOWED RATE IN EFFECT ON THE INVOICE DATE OR 1.5% PER MONTH, WHICHEVER IS LESS.
3. COST OF COLLECTION: ALL COSTS INCLUDING, BUT NOT LIMITED TO, COLLECTION EFFORTS OF THE E.T. HORN COMPANY, FEES PAID TO COLLECTION AGENCIES AND ACTUAL ATTORNEY'S FEES WHETHER SUIT IS COMMENCED OR NOT ARE TO BE BORNE FULLY BY THE APPLICANT.
4. APPLICANT IS REQUIRED AND AGREES TO PROMPTLY NOTIFY THE E.T. HORN COMPANY OF ANY CHANGE IN ITS LEGAL STATUS OR ANY MATERIAL WEAKENING IN ITS FINANCIAL CONDITION.
5. THE TERMS AND CONDITIONS ON THIS APPLICATION, AND ANY ATTACHMENTS SHALL, UPON EXTENSION OF CREDIT AND/OR TRANSFER OF GOODS OR SERVICE TO THE APPLICANT BY THE COMPANY, CONSTITUTE AN AGREEMENT OF SALE.
6. THE GRANTING OF CREDIT AND PAYMENT TERMS SHALL BE EXTENDED AT THE SOLE DISCRETION OF THE E.T. HORN COMPANY. CREDIT MAY BE INCREASED, DECREASED, OR TERMINATED AT ANY TIME. CREDIT IS BASED IN PART ON COMPLETION OF THIS APPLICATION, THE RESPONSES FROM THE BANK AND TRADE REFERENCES AND THE TIMELINESS OF PAYMENTS IF CREDIT IS APPROVED. IF YOUR ACCOUNT IS INACTIVE FOR 12 MONTHS, CREDIT PRIVILEGES MAY BE CANCELLED AND A NEW APPLICATION MAY BE REQUIRED. NO ADDITIONAL NOTIFICATION WILL BE SENT.
7. APPLICANT AGREES TO PROVIDE THE E.T. HORN COMPANY WITH AN UPDATED CREDIT APPLICATION AS NEEDED AS A CONDITION FOR THE CONTINUATION OR THE INCREASE OF CREDIT.
8. APPLICANT GRANTS THE E.T. HORN COMPANY THE OPTION TO ACQUIRE A SECURITY INTEREST IN GOODS TRANSFERRED, AS WELL AS ALL ASSETS NOT OTHERWISE SECURED AFTER EXECUTION AND APPROVAL OF THIS APPLICATION. THIS APPLICATION OR A COPY THEREOF MAY BE USED AS A SECURITY AGREEMENT.
9. THE APPLICANT FURTHER AUTHORIZES THE PERIODIC RELEASE (NO MORE OFTEN THAN ANNUALLY) BY BANKS WITH WHOM APPLICANT HAS A BUSINESS RELATIONSHIP\*\* OF ANY INFORMATION THAT MAY BE USEFUL TO THE E.T. HORN COMPANY IN DETERMINING APPLICANT'S CURRENT FINANCIAL CONDITION AND CREDITWORTHINESS.

\*\*BUSINESS RELATIONSHIP IS DEFINED AS MEANING THE APPLICANT IS CONSIDERED AN ACTIVE ACCOUNT BY THE BANK.

**10. THE “TERMS AND CONDITIONS OF SERVICE” EXHIBIT “B” IS INCLUDED WITH, AND IS AN INSEPARABLE PART OF THIS 3-PAGE APPLICATION. BY SIGNING THIS APPLICATION, YOU ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF EXHIBIT “B” AND ITS CONTENTS AS DETAILED ON THE ADDITIONAL 3 PAGES.**

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION AND ANY ATTACHMENTS SUBMITTED ARE TRUE AND CORRECT AS OF THE DATE HEREOF AND AUTHORIZES THE E.T. HORN COMPANY TO MAKE ANY INQUIRIES DEEMED NECESSARY TO MAKE A CREDIT DECISION INCLUDING, BUT NOT LIMITED TO: REFERENCES SUPPLIED ON/WITH THIS APPLICATION AND WITH ANY CREDIT REPORTING SERVICE. APPLICANT UNDERSTANDS THAT THE E.T. HORN COMPANY WILL RELY UPON THE ACCURACY OF THIS INFORMATION TO DETERMINE THE APPLICANT’S CREDITWORTHINESS. ANY INACCURACIES OR FAILURE TO COMPLY AS AGREED HEREIN ARE GROUNDS FOR THE TERMINATION OR DENIAL OF CREDIT. BY SIGNING AND SUBMITTING THIS APPLICATION, THE APPLICANT AGREES TO THE TERMS AND CONDITIONS OF SERVICE AS LISTED ABOVE AND IN THE ACCOMPANYING EXHIBIT “B”, IRRESPECTIVE OF WHETHER OR NOT THE EXTENSION OF CREDIT IS APPROVED. APPLICANT FURTHER AGREES TO PAY ANY INTEREST AND COSTS OF COLLECTION AS SET FORTH HEREIN.

**BY SIGNING BELOW, APPLICANT AUTHORIZES AND DIRECTS ITS BANK AND TRADE REFERENCES TO RESPOND TO A CREDIT INQUIRY SUBMITTED TO IT BY E.T. HORN COMPANY AS A CONDITION FOR THE EXTENSION OF CREDIT.**

**THE UNDERSIGNED DECLARES THAT THEY ARE DULY AUTHORIZED TO SIGN THIS CREDIT APPLICATION AND SALES AGREEMENT ON BEHALF OF THE APPLICANT.**

COMPANY/APPLICANT NAME: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICATION MUST BE COMPLETED AND SIGNED BEFORE THE APPROVAL PROCESS CAN BEGIN.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT’S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION,, DIVISION OF CREDIT PRACTICES, 6<sup>TH</sup> AND PENNSYLVANIA AVENUE, NW, WASHINGTON, DC 20580.

**FOR INTERNAL USE ONLY**

NOTES: