



HOSPITALITY PRODUCT SUPPLY

CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

Hospitality Product Supply

E-mail: Credit@HospitalityProductSupply.com

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A. APPLICANT (BUSINESS NAME OR IF SOLE PROPRIETOR, DOING BUSINESS AS (DBA))

Name				
Street Address			Business Phone	
City	State	Zip	Cell Phone	
Email			Fax	

B. PRINCIPALS/OFFICERS

Title	Name	City/State	Social Security#	Phone
		/		
		/		
		/		
		/		

C. BILLING INFORMATION

All invoices and statements will be sent via email unless otherwise requested.		Are Purchase Orders Issued?	<input type="checkbox"/> Yes
			<input type="checkbox"/> No
Email Address (Required)		Are job names required?	<input type="checkbox"/> Yes
			<input type="checkbox"/> No
Sales Tax Exemption #	State	PLEASE ATTACH EXEMPTION CERTIFICATE	
Other Billing Instructions (e.g. Mailing address , faxnumber)		Federal Tax ID#/Employer ID#	

D. ABOUT YOUR COMPANY (ATTACHED FINANCIAL STATEMENTS FOR THE LAST TWO YEARS)

<input type="checkbox"/> Hotel Flag	<input type="checkbox"/> Designer/Buyer	<input type="checkbox"/> Government	<input type="checkbox"/> Remodel Contractor	Type of Entity <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop		
<input type="checkbox"/> Hotel Owner	<input type="checkbox"/> Hotel Owner Agent	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Hotel Engineering			
<input type="checkbox"/> Hotel Developer	<input type="checkbox"/> Purchasing/Procurement	<input type="checkbox"/> Plumbing Contractor	<input type="checkbox"/> Other _____			
Estimated Monthly Volume (in Dollars)						
Date Business Started			No. of Employees	Date of Incorporation	Surety / Bonding Company	State of Incorporation
Type of License Held	State	Name of Holder	Number	Expiration Date		

E. REFERENCES DUN & BRADSTREET (D&B) D-U-N-S NUMBER (IF AVAILABLE)

Type	Name	City / State	Phone	Fax	Account #
Bank		/			
Supplier		/			
Supplier		/			
Supplier		/			

F. MASTER SALES AGREEMENT

1. **ENTIRE AGREEMENT:** This master sales agreement (the "Agreement") is between Hospitality Product Supply (a DBA of Hirsch Pipe & Supply Co., Inc.) and its subsidiaries (collectively "Seller") and the applicant named on page 1 above ("Applicant" or "Buyer"). This Agreement includes all of the following, which are included herein by reference: (i) the terms and conditions located at <http://www.hirsch.com/toc> (which may change from time-to-time), (ii) the terms and conditions on any and all quotations, invoices or delivery tickets provided by Seller to Buyer in conjunction with Seller's provision of material to Buyer, (iii) any and all applications for credit, personal guaranties or security agreements signed now or in the future by Buyer (collectively the "Additional Terms"). This Agreement, together with all such Additional Terms will be referred to collectively herein as the "TERMS". The TERMS constitute the entire agreement between the parties and apply to all transactions. If the TERMS conflict with provisions of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the TERMS shall prevail unless such other contract (a) specifically references this Agreement, and (b) contains a signature of an officer of Seller. Any other agreement between the parties not meeting the conditions (a) and (b) above will be deemed void. Buyer grants Seller the exclusive right to select the forum for any disputes.
2. **PAYMENT:** Unless stated differently on Seller's invoice, the normal payment terms are 1% 10th Prox Net 25th. There will be a 1% discount allowed only when payment is received by the 10th of the month following the date of purchase. Any discount taken after the 10th of each month will be disallowed and will be charged back to the Buyer's account. Any invoice not paid by the 25th of the month following the date of invoice will be subject to a service charge of 1.5% per month.
3. **CANCELLATION OF ORDERS:** Buyer may not cancel or modify an order without Seller's written consent. A cancellation or modification so authorized by Seller shall be subject to Buyer's payment of all costs and damages incurred by Seller, including but not limited to, all charges by Seller's supplier. Buyer may not cancel an order of i) processed material, ii) specially manufactured material, or iii) material either not normally carried in Seller's inventory, or not normally carried in the quantities required to fulfill the order in question (all of the preceding referred to as "Special Orders" herein).
4. **DELIVERY & RETURNS:** Buyer shall examine material upon receipt and prior to installation. Buyer must notify Seller in writing of any discrepancies within 10 days of invoice; otherwise, invoice shall be conclusively deemed correct as originally submitted. Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or its agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Merchandise may not be returned without Seller's written authorization, and must be in clean, unused and undamaged condition with original packaging and with all original parts. For authorized items, credit will be issued at the invoice price. A restocking charge of fifteen percent (15%), or greater if so charged by Seller's supplier, will be made on all returned items. Special Orders may not be returned.
5. **SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a purchase money security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction-related materials and services sold by Seller including but not limited to building materials, plumbing, appliances, waterworks, heating and air conditioning along with tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Applicant authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
6. **WARRANTY:** The Buyer's sole and exclusive warranty on any product is that provided by the product's manufacturer. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.
7. **CERTIFICATION:** The Authorized Representative signing below certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to Applicant's ongoing credit worthiness and Seller agrees that this Agreement and Applicant's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Applicant is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

Authorized Representative (Signature)_____
Printed Name & Title_____
Witness_____
Date

G. PERSONAL GUARANTY

As consideration for Seller extending credit to Applicant, each guarantor signing below (each a "Guarantor"), hereby jointly and severally personally guarantees the payment of any obligation of Applicant to Seller (the "Personal Guaranty"). Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to Seller by Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Personal Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of Applicant. Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead Exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of this agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time for the sole purpose of evaluating Guarantor's current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's credit manager with written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Guarantor 1 (Signature)

Printed Name

Social Security #

Date

Guarantor 1 – Home Address

City, State, Zip

Guarantor 2 (Signature)

Printed Name

Social Security #

Date

Guarantor 2 – Home Address

City, State, Zip