

# CAL SIERRA PIPE LLC CREDIT APPLICATION

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BILLING ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
EMAIL: \_\_\_\_\_ CREDIT LINE SOUGHT: \_\_\_\_\_  
COMPANY IS A: CORPORATION      PARTNERSHIP      PROPRIETORSHIP      LLC  
FED ID. NO. \_\_\_\_\_ RESALE CERT NO. \_\_\_\_\_ D&B NO. \_\_\_\_\_ ANNUAL SALES \_\_\_\_\_  
ARE FINANCIAL STATEMENTS AVAILABLE?  YES  NO    # YEARS IN BUSINESS \_\_\_\_\_  
ESTIMATED ANNUAL PURCHASES \_\_\_\_\_ EST ORDER FREQUENCY \_\_\_\_\_

## COMPANY DIRECTORS/OFFICERS/PRINCIPAL

NAME 1: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME 2: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME 3: \_\_\_\_\_ TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
AP MANAGER:: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
AP CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
BILLING INSTRUCTIONS: \_\_\_\_\_

## BANKING DETAILS

BANK NAME: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_  
BRANCH ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
BANK CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TRADE REFERENCES

VENDOR 1: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PAYMENT ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

VENDOR 2: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PAYMENT ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

VENDOR 3: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PAYMENT ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

**CONDITIONS (TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)**

TERMS OF SALE, INCLUDING TERMS OF PAYMENT AND CHARGES, FOR EACH PURCHASE ARE AGREED TO BE THOSE SPECIFIED ON THE FACE OF EACH INVOICE. THE CUSTOMER HEREBY AGREES TO PAY ALL COSTS OF COLLECTION OR LEGAL FEES SHOULD SUCH ACTION BE NECESSARY DUE TO NON-PAYMENT. THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND THE CREDITOR IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDITWORTHINESS OF THE ABOVE NAMED COMPANY. IF THE APPLICANT IS NOT A CORPORATION, THE CREDITOR IS AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE PROPRIETORS, PARTNERS OR PRINCIPALS. SHOULD A CREDIT AVAILABILITY BE GRANTED BY THE CREDITOR, ALL DECISIONS WITH RESPECT TO THE EXTENSION OR CONTINUATION SHALL BE IN THE SOLE DISCRETION OF THE CREDITOR. THE CREDITOR MAY TERMINATE ANY CREDIT AVAILABILITY WITHIN ITS SOLE DISCRETION.

DISPUTES: ANY DISPUTE OR CONTROVERSY ARISING FROM THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AT SAN JOAQUIN COUNTY, CALIFORNIA. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PARTIES AGREE THE AMERICAN ARBITRATION ASSOCIATION'S EXPEDITED RULES SHALL APPLY AND THEY WAIVE ALL RIGHT TO ANY HEARING REQUIRING WITNESS PRODUCTION. THE ARBITRATOR SHALL ISSUE AN AWARD BASED UPON THE WRITTEN DOCUMENTARY EVIDENCE SUPPLIED BY THE PARTIES. THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL. THE LOSING PARTY SHALL PAY ALL ARBITRATION EXPENSES, INCLUDING ALL ATTORNEY'S FEES.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

APPLICANT'S NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

**FOR PROPRIETORS, PARTNERS, S-CORPORATIONS IN THE U.S.**

I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY CREDIT HISTORY.

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

**PERSONAL GUARANTEE**

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

(1) GUARANTOR'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX I.D. OR S.S. NO: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

(2) GUARANTOR'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX I.D. OR S.S. NO: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_
2. I am engaged in the business of selling the following type of tangible personal property:  
\_\_\_\_\_
3. This certificate is for the purchase from CAL SIERRA PIPE LLC of the item(s) I have listed in paragraph 5 below. [Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:  
PIPE AND/OR SUPPLIES & ACCESSORIES

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE	
PRINTED NAME OF PERSON SIGNING	TITLE
ADDRESS OF PURCHASER	
TELEPHONE NUMBER ( )	DATE

**PARTIAL EXEMPTION CERTIFICATE**

**STATE BOARD OF EQUALIZATION**

**Qualified Sales and Purchases of Farm Equipment and Machinery**

**NOTE:** This is an exemption only from the state general fund portion of the sales and use tax rate. You are not relieved from your obligations for the local and district taxes on this transaction. This partial exemption also does not apply to any tax levied pursuant to Section 6051.2 and 6201.2 of the Revenue and Taxation Code, or pursuant to Section 35 of article XIII of the California Constitution. This partial exemption also applies to lease payments made on or after September 1, 2001, for tangible personal property even if the lease agreement was entered into prior to September 1, 2001.

SELLER'S/LESSOR'S NAME <b>CAL-SIERRA PIPE, LLC</b>
SELLER'S/LESSOR'S ADDRESS (Street, City, State, Zip Code) <b>3033 S. Hwy 99, Stockton, CA 95215-8034</b>

I, as the undersigned purchaser, hereby certify I am engaged in an agricultural business described in Codes 0111 to 0291 of the Standard Industrial Classification (SIC) Manual, or I perform an agricultural service described in Codes 0711 to 0783 of the SIC Manual for such classified persons. The property purchased or leased will be used primarily in producing and harvesting agricultural products in accordance with Revenue & Taxation Code Section 6356.5.<sup>1</sup>

**Type of Farm Equipment and Machinery (or parts<sup>2</sup> thereof)\***

---



---

\*If you also want this certificate to be used as a blanket certificate for future purchases, describe generally the type of property you will be purchasing and ask your vendor to keep this certificate on file. If this is a specific partial exemption certificate, provide the purchase order or sales invoice number and a precise description of the property being purchased.

I understand that if such property is not used in the manner qualifying for the partial exemption, or if I am not a qualified person, as applicable, that I am required by the Sales and Use Tax Law to report and pay the state tax measured by the sales price/rentals payable of the property to/by me. I also understand that this partial exemption certificate is in effect as of the date shown below and will remain in effect until revoked in writing.

PURCHASER'S NAME OR COMPANY NAME (If applicable)		DATE
SIGNATURE (signature of the purchaser, purchaser's employee, or authorized representative of the purchaser)		PERMIT NUMBER (If applicable) <sup>3</sup>
TITLE		TELEPHONE NUMBER
ADDRESS	CITY	STATE, ZIP

- <sup>1</sup> Vehicles that qualify as farm equipment and machinery, as defined in Regulation 1533.1(b)(1)(B), must be used exclusively in producing and harvesting agricultural products.
- <sup>2</sup> If you are purchasing oil, grease, or lubricating or other qualifying fluids, indicate what percentage will be used in farm equipment and machinery performing qualified producing and harvesting activities.
- <sup>3</sup> If you are not required to hold a seller's permit, please enter "Not Applicable."