

# Progressive Fastening Systems, Inc.

1190 North Del Rio Place • Ontario, California 91764 • (909) 945-5530 • Fax (909) 945-3009

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## CREDIT APPLICATION AND AGREEMENT

Date: \_\_\_\_\_ Line of Credit Requested: \_\_\_\_\_ Resale #: \_\_\_\_\_

Business Name \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail Address \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How Long at this Address \_\_\_\_\_ years

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Addr. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

A/P Contact \_\_\_\_\_ In Business \_\_\_\_\_ years

Type of Business \_\_\_\_\_ Date Established \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Ownership:     Sole Owner                       Partnership                       Corporation

PRINCIPAL: \_\_\_\_\_

Name, Title \_\_\_\_\_

Address \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

Name, Title \_\_\_\_\_

Address \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

Name, Title \_\_\_\_\_

Address \_\_\_\_\_

TRADE REFERENCES (Suppliers of Major Products):

NAME

PHONE #

/ FAX #

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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BANK REFERENCE:       Checking               Savings               Loan

NAME	CONTACT NAME / FAX NUMBER	ACCOUNT #
_____	_____/(( _____ ) _____	_____
_____	_____/(( _____ ) _____	_____

The undersigned is an inducement to grant credit warrants that the information submitted is true and correct. You are authorized to investigate the credit listed above.

Print Name & Title \_\_\_\_\_ Signature \_\_\_\_\_

Print Name & Title \_\_\_\_\_ Signature \_\_\_\_\_

Print Name & Title \_\_\_\_\_ Signature \_\_\_\_\_

- 1.) Credit Card Information:  
In order to establish credit with Progressive Fastening Systems, Inc. valid credit card information is necessary. The expiration date must exceed six months from the date of signing of this credit application.

Acceptable Credit Cards:              Visa      MasterCard      Amex              (select one)

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Credit Card Number	Name on Card	Expiration Date
_____	_____	_____

Security code (cvv) \_\_\_\_\_ Billing Address & Zip Code \_\_\_\_\_

- 2.) Buyer agrees that, if credit is extended pursuant to this application, all terms and conditions as stated herein are understood and accepted by buyer. Buyer shall initial **each page** of this application and agreement and sign the last page hereof to signify his acceptance hereof, and further certifies that all information supplied herein by buyer to request credit are true, complete and correct. Buyer authorizes Progressive Fastening Systems, Inc. (seller) to verify all credit and financial information herein and to contact individuals and companies referred to. Progressive Fastening Systems, Inc., reserves the right to charge credit cards on delinquent accounts.

Initial Here \_\_\_\_\_

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- 3.) Buyer agrees that if litigation of collection procedures must be instituted for collection of any unpaid balances due on this account, buyer will pay all costs of such efforts including reasonable attorney's fees.
- 4.) All accounts more than 30 days past due invoice date shall be deemed past due and interest on said accounts shall accrue at the rate of two percent (2 %) per month (24 % per year).
- 5.) If any legal action must be commenced for any unpaid balances or other, buyer agrees that venue for such action shall be San Bernardino County, State of California, notwithstanding that buyer may do business elsewhere. This agreement is to be performed, for all purposes, in the county of San Bernardino, State of California.
- 6.) All sales to buyer are expressly conditional on buyer's acceptance of the within terms, and said terms and conditions may not be modified, altered, or removed without a writing, signed by buyer and Progressive Fastening Systems, Inc. Acceptance of goods and/or payment therefore buyer shall further constitute acceptance here of.
- 7.) All risk of loss shall shift to buyer at delivery by seller to f.o.b. location.
- 8.) No sales representative has any authority to alter, modify, or waive any of these terms and conditions.
- 9.) Seller reserves the right to require payment in full cash prior to any shipment or delivery if, in seller's opinion, the financial condition of buyer at time of sale does not justify the extension or further extension of credit.
- 10.) All shipments or deliveries are subject to prior orders on file with seller. Seller shall not be liable for failure to perform or delay in performance resulting from fire, labor difficulties, earthquakes, delay in usual sources of supply, changes in economic conditions, or, without limitation by the foregoing, any other cause beyond seller's control.
- 11.) Merchandise can only be returned in original and unused and resalable condition upon written approval signed by an officer or seller. Returned merchandise is subject to a 20% restocking charge payable by buyer based on the invoice amount of the product returned. Any shipping charges for the return of merchandise have to be prepaid by buyer.
- 12.) If products sold hereunder are products of manufacturers other than Progressive Fastening Systems, Inc., seller makes no warranties, express or implied, concerning such products. All such goods are sold as is, with all faults, but seller shall use best efforts to obtain repair or replacement only of such products if they prove to be, in seller's opinion, defective in material or workmanship. The warranty expressed herein and on each invoice, is exclusive and in lieu of all other warranties, expressed or implied, including any warranties of Merchantability or fitness for a particular purpose.
- 13.) Seller assumes no liability for any special, indirect, incidental or consequential damages. The remedies of buyer set forth herein are exclusive, and the liability of seller with respect to any contract, invoice, or sale, no matter what legal theory may be utilized, shall not exceed the price of the products upon which such liability may be based.
- 14.) Prices shown do not include any applicable tax. Any such tax shall be added to such prices and buyer agrees to reimburse seller for any such taxes or surcharges imposed by any governmental agency.
- 15.) Buyer agrees, that in consideration of seller's execution of this contract that any claim of any kind by buyer arising out of or based on this contract or otherwise shall be barred unless asserted by buyer by the commencement of an action within six (6) months after the delivery of the products or other event, action or inaction to which such claim relates. This provision shall survive any termination, however arising.
- 16.) This writing is the entire agreement of the parties, and expressly incorporates by reference all the terms of any invoices issued for this account. This agreement may not be modified, altered, or waived without subsequent writing, signed by the parties hereto. Any prior oral or written agreements are void, and the agreement is the sole agreement between the parties.

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**This Credit Application and Agreement Has Been Read in Full and Understood.**

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

**Signed in Acceptance By:**

**Name (Printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For (Company):** \_\_\_\_\_

**Completed applications can be faxed to 909-945-3009 or emailed to [customerservice@prog-fast.com](mailto:customerservice@prog-fast.com)**

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