

STUCCO SUPPLY COMPANY  
OF SAN JOSE, INC.

Main Office:  
1601 Little Orchard, Suite E, San Jose, CA 95110  
(408) 292-0454 FAX (408) 292-3872

442 Longfellow Court, Suite D, Livermore, CA 94550  
(925) 373-3496 FAX (925) 373-0694

**APPLICATION FOR CREDIT**  
**TERMS AND CONDITIONS AGREEMENT**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I/We, the undersigned [Applicant/Customer], hereby agree to provide the requested information set forth below, and further agree to the terms and conditions hereinafter set forth.

Name of Applicant/Customer: \_\_\_\_\_

1. Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Address [no p.o. box]: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Website: \_\_\_\_\_

2. Mailing Address [if different]: \_\_\_\_\_  
\_\_\_\_\_ Zip \_\_\_\_\_

3. Number of Years in Business: \_\_\_\_\_

4. Type of Business: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_  
Individually Owned \_\_\_\_\_ Limited Liability Co. \_\_\_\_\_

5. If Individually Owned or Partnership:

A. Name of Owner: \_\_\_\_\_

Address of Owner [no p.o. box]: \_\_\_\_\_  
\_\_\_\_\_

Residence Phone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_

Email address: \_\_\_\_\_ Driver's License No.: \_\_\_\_\_

Work Phone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

B. Name of Owner: \_\_\_\_\_

Residence Phone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_

Email address: \_\_\_\_\_ Driver's License No.: \_\_\_\_\_

Work Phone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

CREDIT APPLICATION AND AGREEMENT

Page Two of Seven

---

6. If Corporation, Principal's Name, Title, Residence Address:

A. President: \_\_\_\_\_ Cell/Residence Phone No.: \_\_\_\_\_

Residence Address [no p.o. box] \_\_\_\_\_ S.S. No.: \_\_\_\_\_  
\_\_\_\_\_

B. Vice-President: \_\_\_\_\_ Cell/Residence Phone No.: \_\_\_\_\_

Residence Address [no p.o. box]: \_\_\_\_\_ S.S. No.: \_\_\_\_\_  
\_\_\_\_\_

C. Secretary [no p.o. box]: \_\_\_\_\_ Cell/Residence Phone No.: \_\_\_\_\_

Residence Address: \_\_\_\_\_ S.S. No.: \_\_\_\_\_  
\_\_\_\_\_

D. Date of Incorporation: \_\_\_\_\_ State of Inc. \_\_\_\_\_

7. If a Limited Liability Company, name, residence address [no p.o. box] and phone number of each member:

A. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Has Company or any of the principals (owner, officers, directors, partners) filed Bankruptcy?

Yes \_\_\_ No \_\_\_ If yes, date: \_\_\_\_\_ What Chapter? \_\_\_\_\_ Case No. \_\_\_\_\_

9. Are any of the company's or its principals' assets secured or pledged as security?

If so, please List:

A. Item/Asset Description: \_\_\_\_\_  
Type of Security: \_\_\_\_\_  
Name/Address of Secured Party: \_\_\_\_\_  
\_\_\_\_\_

CREDIT APPLICATION AND AGREEMENT

Page Three of Seven

---

B. Item/Asset Description: \_\_\_\_\_  
Type of Security: \_\_\_\_\_  
Name/Address of Secured Party: \_\_\_\_\_  
\_\_\_\_\_  
[add additional pages if necessary]

10. Major Creditors/Suppliers: (List at Least 4, Name, Address & Phone)

1. Address: \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

2. Address: \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

3. Address: \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

4. Address: \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

11. BANKS:

1. Name: \_\_\_\_\_ Branch Address \_\_\_\_\_  
Entire Acct. No. \_\_\_\_\_  
Checking: \_\_\_ Savings: \_\_\_ Other: \_\_\_\_\_ (describe)

2. Name: \_\_\_\_\_ Branch Address \_\_\_\_\_  
Entire Acct. No. \_\_\_\_\_  
Checking: \_\_\_ Savings: \_\_\_ Other: \_\_\_\_\_ (describe)

12. Real Estate Owned: \_\_\_\_\_ (address)

Value \$: \_\_\_\_\_ Mortgage \$: \_\_\_\_\_

Held by: \_\_\_\_\_

[add additional pages if necessary]

CREDIT APPLICATION AND AGREEMENT  
Page Four of Seven

---

13. Equipment and Vehicles Owned:

Description: \_\_\_\_\_ Value \$: \_\_\_\_\_  
Encumbrance Amt.: \$ \_\_\_\_\_ Held by: \_\_\_\_\_

Description: \_\_\_\_\_ Value \$: \_\_\_\_\_  
Encumbrance Amt.: \$ \_\_\_\_\_ Held by: \_\_\_\_\_

Description: \_\_\_\_\_ Value \$: \_\_\_\_\_  
Encumbrance Amt.: \$ \_\_\_\_\_ Held by: \_\_\_\_\_

Description: \_\_\_\_\_ Value \$: \_\_\_\_\_  
Encumbrance Amt.: \$ \_\_\_\_\_ Held by: \_\_\_\_\_

14. Contractor's License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Bonding Company Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Bond Number: \_\_\_\_\_

15. Persons Generally Authorized to Purchase\*: \_\_\_\_\_

\*NOTE: By signing below, it is understood that additional persons may make purchases from time to time and, by doing so, said persons will have actual authority from Applicant/Customer to obtain and receive credit for Applicant/Customer.

**AGREEMENT TERMS AND CONDITIONS**

A. In consideration of the extension of credit by STUCCO SUPPLY COMPANY OF SAN JOSE, INC., the Applicant/Customer (hereinafter "Customer") expressly and unconditionally agrees to each of the following:

B. Credit/payment terms are entire invoiced amount becomes due fifteen (15) days from the date of statement/invoice.

C. Invoice becomes past due 16 days from date of invoice and a FINANCE CHARGE will be due on the balance at the rate of 1-1/2% per month, which is ANNUAL PERCENTAGE RATE OF 18%. The FINANCE CHARGE is not interest but represents liquidated damages sustained by STUCCO SUPPLY COMPANY OF SAN JOSE, INC. Finance charges accrue from date of invoice. Applicant expressly acknowledges and agrees to payment of said finance charges.

## CREDIT APPLICATION AND AGREEMENT

Page Five of Seven

---

D. Customer expressly acknowledges and unequivocally agrees that any claim whatsoever for or relating to defective products, including but not limited to, lath, plaster, drywall materials, sand, cement, wire, trim, tools, scaffolding, planks, repair work, drywall, metal framing, screws, nails, mud, trim and any and all other goods, materials or workmanship must be made in writing within 7 days after receipt of the item. Verbal claims shall not be honored. Any written claim for defect and/or damage must be made in writing and delivered by certified mail, return receipt and facsimile (or e-mail in the alternative to facsimile). Any claim by Customer made after the seven (7) day period will NOT be recognized. Nor will Customer be entitled to make any claim or seek any refunds or damage whatsoever. Any claim for defect and/or damage made by Customer after the expiration of the seven (7) day period shall be waived by the Customer. Customer has read, understood and expressly agrees to the claim process set forth in this instant Paragraph D. Customer understands and acknowledges that failing to follow this claim process results in the denial of any claim and/or damage without recourse by Customer.

E. Customer agrees to pay in full without dispute all invoices, even those invoices for claims which were untimely made pursuant to Paragraph D above, (ie: those claims made after 7 days from date of receipt of services and/or product).

F. The Applicant's sole and exclusive warranty if any is that provided by the Product's Manufacturer. STUCCO SUPPLY COMPANY OF SAN JOSE, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES. STUCCO SUPPLY COMPANY OF SAN JOSE, INC. HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL STUCCO SUPPLY COMPANY OF SAN JOSE, INC. BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

G. In no event shall STUCCO SUPPLY COMPANY OF SAN JOSE, INC. be liable for loss of good will, or for special, indirect, incidental or consequential damages arising from equipment, accessories, goods, products or materials provided to customer, regardless of whether such claim arises in tort or in contract. Customer may not assert any claim against STUCCO SUPPLY COMPANY OF SAN JOSE, INC. more than two years after such claim accrued. STUCCO SUPPLY COMPANY OF SAN JOSE, INC.'s aggregate liability for any and all causes of action shall not exceed the total sum paid by Customer to STUCCO SUPPLY COMPANY OF SAN JOSE, INC. for the equipment, accessories, goods or products purchased.

H. STUCCO SUPPLY COMPANY OF SAN JOSE, INC. shall have a Purchase Money Security interest in all goods and materials purchased by Customer until payment in full has been received. In addition to all other remedies available by law, the provisions of California Commercial Code are applicable to all purchases. All parties agree that this Agreement constitutes a Security Agreement.

I. STUCCO SUPPLY COMPANY OF SAN JOSE, INC. under no circumstance assumes any responsibility for any delay in shipment or deliveries. Applicant expressly acknowledges that STUCCO SUPPLY COMPANY OF SAN JOSE, INC. shall have no liability for any delays in shipment.

## CREDIT APPLICATION AND AGREEMENT

Page Six of Seven

---

J. In the event it becomes necessary to enforce this Agreement and collect delinquent sums due, STUCCO SUPPLY COMPANY OF SAN JOSE, INC. is entitled to all actually incurred attorney's fees and costs. Recovery of attorney's fees will be based upon fees actually incurred rather than reasonable fees pursuant to a Court's Default schedule. STUCCO SUPPLY COMPANY OF SAN JOSE, INC. shall be entitled to attorney's fees whether or not suit is initiated.

Any judgment obtained by STUCCO SUPPLY COMPANY OF SAN JOSE, INC. against Customer shall include the right to post-judgment incurred attorney's fees as part of the judgment. Specifically, this contract clause shall not be extinguished by merger into the judgment. Customer expressly agrees that the judgment creditor shall be entitled to reasonable and necessary costs of enforcement of judgment including actually incurred attorney's fees in accordance with Code of Civil Procedure Section 685.040. This contract clause entitling attorney's fees both pre-judgment and post-judgment shall be expressly set forth in the judgment. Attorney's fees incurred in enforcing the judgment shall be included as costs collectable pursuant to Code of Civil Procedure Section 1033.5 (a)(10)(A). The underlying judgment shall include an award of attorney's fees to the judgment creditor for enforcement of a judgment pursuant to said Section 1033.5 (a)(10)(A). CCP Section 1033.5(a)(10)(A) states that attorney's fees, when authorized by a contract, are allowable as a cost under CCP Section 1032.

The judgment creditor shall be entitled to post-judgment attorney's fees for the enforcement of the judgment pursuant to CCP Section 685.040 and CCP Section 1033.5(a)(10)(A) by filing a post-judgment cost memorandum in accordance with procedures set forth by law. The post-judgment attorney's fees incurred in enforcing the judgment and requested pursuant to post-judgment cost memorandum shall be recovered and reflected as a cost in the Writ of Execution.

K. Any legal action shall be filed in the County of Santa Clara, State of California. Customer consents to jurisdiction in and the laws of the State Court of California.

L. The terms and conditions set forth herein supplement the terms and conditions on STUCCO SUPPLY COMPANY OF SAN JOSE, INC.'s invoices and delivery tickets. To the extent there is a conflict, the terms and conditions set forth herein shall prevail. This Agreement represents the entire agreement between STUCCO SUPPLY COMPANY OF SAN JOSE, INC. and Customer. No other terms, including those on any purchase order, may modify, alter or supercede the terms and conditions stated herein. Any terms and conditions provided by Customer, or on Customer's purchase orders or other writings, to the extent they differ, alter, add to, modify or supercede the terms and conditions herein, are hereby rejected. Customer agrees to same.

**I/WE CERTIFY ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND CORRECT. FURTHERMORE, I/WE HAVE READ, ACKNOWLEDGE, AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ABOVE AND HEREIN. APPLICANT/CUSTOMER MUST NOTIFY STUCCO SUPPLY COMPANY OF SAN JOSE, INC. IN WRITING OF ANY CHANGE OF APPLICANT'S STATUS (IE. INDIVIDUAL TO CORPORATION). FAILURE TO NOTIFY OF A CHANGE OF STATUS CONSTITUTES A WAIVER BY APPLICANT/CUSTOMER OF ASSERTING THE DEBT IS OWED BY AN ENTITY DIFFERENT THAN THAT SET FORTH HEREIN.**

CREDIT APPLICATION AND AGREEMENT  
Page Seven of Seven

---

THIS APPLICATION AND AGREEMENT IS SIGNED BY CORPORATE AUTHORIZED INDIVIDUAL, PARTNER, MANAGING MEMBER, AND/OR SOLE OWNER. THE PERSON SIGNING BELOW HAS ACTUAL AUTHORITY TO DO SO.

Applicant/Customer:

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

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