



3449 Longview Drive
Sacramento, CA 95821-0097
(916) 482-2924

CONTRACT AND APPLICATION FOR CREDIT

Business Name: _____

Phone #: _____ Fax #: _____

Billing Address: _____

City/State/Zip: _____

TYPE OF ORGANIZATION

Sole Owner
Name: _____ S.S.# _____

Partnership
Name: _____ S.S.# _____

Name: _____ S.S.# _____

Corporation
Corporate ID #: _____

Principal Officers:

** _____ Title _____

** _____ Title _____

** Corporations must complete guarantee (see following page)

Shipping Address: _____ City/State/Zip: _____

Business established one year or more Yes No Type of Business: _____

Contractor License Number and Classification: _____

Company banks with: _____ Account #: _____

Trade References:

Company _____ Company _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone/Fax # _____ Phone/Fax # _____

Company _____ Company _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone/Fax # _____ Phone/Fax # _____

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT AND
CONTAINS IMPORTANT TERMS AND CONDITIONS ON THE REVERSE**

TERMS AND CONDITIONS

TERMS	Net 10 th past due thereafter, unless specified on invoice.
LATE CHARGES	A charge of 1 ½% per month (18% per year annual percentage rate) will be imposed on the unpaid balance of all past due accounts.
WARRANTIES	Defective goods with manufacturer's express warranty will be replaced or repaired at our discretion. NORMAC DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE GOODS SOLD ARE FIT FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
RETURNS	Invoice must accompany any materials returned for credit. Credit will not be given for used or obsolete materials. Materials returned must be in clean re-saleable condition. A normal restocking charge of 15% will apply on returns except some non-stocked items may be subject to a 25% restocking charge.
LIABILITY LIMITATION	Customer shall hold Normac harmless from any damages to person or property as the result of installation, labor standby time pending delivery, or damage to the goods after delivery.
RISK OF LOSS	Risk of loss prior to actual receipt by customer shall be determined in accordance with the laws of the State of California, and in any event buyer assumes risk of loss when Normac tenders delivery of the goods to buyer or carrier if the goods are shipped under a shipment contract or picked from seller.
PROPERTY DAMAGE	Buyer shall hold Normac harmless from any personal injury or property damage of any nature occurring inside of curb or property line at the delivery site.
DELIVERY TIME	Customer understands and agrees that any delivery time given by Normac personnel is an estimate only, and that time is not of the essence in the contract. Customer further agrees to hold Normac harmless from any damage to person or property, including but not limited to damage arising as a result of delay of delivery, from any causes whatsoever.
ATTORNEY'S FEES AND COSTS	If any legal or equitable action is instituted to enforce terms and conditions of this contract, of any nature whatsoever, the prevailing party shall be entitled to collect reasonable attorney's fees as determined by the Court in such an action. Buyer also agrees to pay costs of collection in the event that an unpaid account of the buyer is turned over for collection.
INTEGRATION	This document is a complete and exclusive statement of all the terms of the agreement between buyer and Normac and all representations of the parties. This contract shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any useable of trade, nor shall this agreement be interpreted more strongly against one party than the other but shall be interpreted equally as between the parties to this contract.
LIMITATION OF REMEDIES	Buyer and seller agree that the sole and exclusive remedy for breach of any warranty concerning the goods shall be repair or replacement of defective parts or, at seller's option, refund of the purchase price. Seller shall not be liable for injury to property other than the goods themselves.
CHOICE OF LAW	This agreement shall be interpreted in accordance with the laws of the State of California. This contract is accepted in Sacramento County only. The Sacramento Judicial Court District is proper venue for any court action arising out of this contract. All payments on account are to be sent to the Sacramento main office of Normac, Inc.
ACCEPTANCE	I HAVE READ THE FOREGOING AND UNDERSTAND THE TERMS THEREOF.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Dated: _____

(Name of Business/Customer)

(Signature) (Title)



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ACCOUNTS PAYABLE CONTACT PERSON _____

PHONE # _____ FAX # _____

PERFERRED BILLING - PLEASE CHECK ONE FOR STATEMENT AND ONE FOR INVOICE

STATEMENT

INVOICES

E-MAIL _____
E-MAIL ADDRESS

E-MAIL _____
E-MAIL ADDRESS

FAX _____
FAX NUMBER

FAX _____
FAX NUMBER

MAIL _____
ADDRESS

MAIL _____
ADDRESS

Corporations must complete the following:

Corporation Name _____

I/We personally guarantee payment of any and all outstanding charges incurred by the corporation in accordance with this contract, including charges for material and goods, labor, delivery and installation charges, and attorney's fees and costs of collection. I/We waive and renounce the provisions of Civil Code 2845 as now and hereafter enacted or amended, and agree that in the event of a default or failure to pay all such charges Normac may proceed against me/us without first proceeding against the corporation.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Corporate Officer Signature

Signed this _____ day of _____, 20____

Corporate Office
3449 Longview Drive
Sacramento, CA 95821-7104
Phone (916) 482-2924
FAX (916) 483-2173

N O R M A C