

WESTERN PUMP, INC.

petroleum & lubrication equipment specialists

sales * service * construction * compliance

3235 'F' Street * San Diego, CA 92102 * (tel) 619-239-9988 * (fax) 619-239-9925

www.westernpump.com

Information requested is for Western Pump's use only and all information will be kept confidential within our credit department. Your cooperation in providing this information will enable us to properly evaluate your request for credit. ALL SPACES MUST BE COMPLETED FOR YOUR APPLICATION TO RECEIVE CONSIDERATION.

Please Type or Print Clearly

Credit Limit Requested _____

* **PRINCIPAL BUSINESS LOCATION**

Name of Business _____
Trade Name (if different) _____
Street Address _____ City _____ State _____ Zip _____
Billing Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

* **SPECIFIC BUSINESS INFORMATION**

Legal Status of Business (check one): Corporation () Sole Proprietorship () Partnership ()
Date Established _____ State Incorporated In _____
Years in Present Location _____ Do you Own () or Lease () Number of Locations _____
Tax Identification Number _____ Present Ownership Since _____
Resale Certificate Number _____ Contractors License Number _____
Purchase Order Required? _____ Type of Business _____

* **PRINCIPALS OR PARTNERS (if more space is required, please attached a separate sheet)**

Name _____ SSN _____ Title _____
Home Address _____ City _____ State _____ Zip _____
Name _____ SSN _____ Title _____
Home Address _____ City _____ State _____ Zip _____
Name _____ SSN _____ Title _____
Home Address _____ City _____ State _____ Zip _____

* **BANK REFERENCES (if more space is required, please attached a separate sheet)**

Bank Name _____ Branch _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Bank Officer _____ Telephone _____ Fax _____
Checking Acct No. _____ Savings Acct No. _____ Line of Credit _____
Bank Name _____ Branch _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Bank Officer _____ Telephone _____ Fax _____
Checking Acct No. _____ Savings Acct No. _____ Line of Credit _____

* **TRADE REFERENCES (if more space is required, please attached a separate sheet)**

Company Name _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Contact _____ Telephone _____ Fax _____
Company Name _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Contact _____ Telephone _____ Fax _____
Company Name _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Contact _____ Telephone _____ Fax _____
Company Name _____ Customer Since _____
Street Address _____ City _____ State _____ Zip _____
Contact _____ Telephone _____ Fax _____

TERMS

Credit is subject to approval upon receipt of completed application.

All orders will be Net 10 Day Terms.

Any resulting contract or order shall be governed by, construed and enforced in accordance with the laws of the State of California, County of San Diego. Any litigation concerning such contract or order shall be brought in the courts of the State of California, and Buyer hereby consents to the jurisdiction of said courts.

Invoices will be issued as of the date of shipment. Invoices are due and payable in lawful money of the United States per terms thereon.

The information and statements in this application are true and complete, and are made for the purpose of inducing you to establish an open account line of credit. You are hereby authorized to obtain any information you consider necessary from any source concerning the statements on this application.

In consideration of, and in order to induce you to establish an open account line of credit based on the foregoing application, the undersigned promises to pay for all contracts, purchases and/or service calls in accordance with your terms of sale and agrees to pay a service charge not to exceed 1.5% per month or 18% annum on any amounts that are 10 days or more delinquent. If at any time, for any reason, the undersigned is unable to pay for said purchases when due, and in the event it becomes necessary for your company to incur collection costs or such additional costs, charges, and expenses including all attorney's fees, costs, and interest on past due sums if the account is placed in the hands of an attorney for collection. The buyer further grants to the seller a security interest in all goods, products inventory (collateral) or proceeds from sale of said items hereafter purchased or acquired from Western Pump, Inc. The security interest so granted is intended to secure the payment of the unpaid purchase of said collateral.

Should there be any change in legal status of the business, it is agreed that Western Pump, Inc. will be notified in writing within five business days of the change.

APPLICANT

Company Name _____
Officers Signature _____
Print Officers Name _____
Title _____ Date _____

**** OFFICE USE ONLY ****

Credit Limit _____ Date _____ Approved By _____
Salesman _____ Resale No. _____ Input Date _____

GUARANTY

I, We, or either of us, hereinafter called guarantors (whether one or more), being the owners of all or part of the stock of a corporation, hereafter called debtor, and Western Pump, Inc., hereafter called creditor, hereby agree, jointly and severally to pay Creditor, its successors or assigns, at San Diego, California or at such other place as Creditor may designate, any and all indebtedness or other liability which Debtor may now or any time hereafter owe to Creditor, together with one and one half percent (1-1/2%) interest per month beginning 30 days from the invoice date, unless that rate exceeds the highest permitted by applicable by law, In which event the rate shall be the highest permissible by law. If the indebtedness or other liability is evidenced by a written instrument providing for a different interest rate than the above stated rate, then the interest rate provided in the written instrument shall apply. Guarantors further agree to pay any and all costs of collecting any such indebtedness or other liability, including, but not limited to, reasonable attorneys' fees incurred by Creditor. Unless a written instrument evidencing the indebtedness or other liability provides for a different measure of attorneys' fees. Guarantors agree that such attorneys' fees will be a minimum of fifteen percent (15%) of the amount owed by debtor. Guarantors expressly waive diligence on the part of Creditor in the collection of any and Creditor shall be under no obligation to notify us, or either of us, of its acceptance hereof nor of any advances made or credit extended on the faith hereof, nor of the failure of debtor to pay any said indebtedness or other liability as it matures, nor of any and all extensions that may be granted by Creditor to Debtor, and Creditor shall be under no obligation to use diligence in preserving the liability of any person on said indebtedness or other liability or to bring suit to enforce the debt due under this Guaranty.

This is a continuing Guaranty and shall apply and cover all indebtedness and renewals thereof and any further extensions of credit by credit by Creditor to Debtor unless and until the Guarantors, or one or more of them, give written notice to Creditor that the Guarantor or Guarantors giving such notice will not be liable for any further extensions of credit to the Debtor. The Guarantor or Guarantors so giving such notice will not be liable hereunder for any indebtedness created, incurred or arising after the receipt by Creditor of such notice, but the obligation of all Guarantors who shall not have given such notice shall, as to all indebtedness created incurred or arising after the receipt of such notice, remain and continue as if such Guarantors had been the only Guarantors signing this instrument.

Creditor shall not be required to pursue any other remedies before invoking the benefits of this Guaranty, and especially it shall not be required to exhaust its remedies against collateral or other security or any endorsers.

In the event any payment by Debtor to Creditor is held to constitute a preference under the bankruptcy laws, or if for any other reason Creditor is required to refund such payment or pay the amount thereof to any other party, such payment by Debtor to Creditor shall not constitute a release of Guarantors from any liability hereunder, but Guarantors agree to pay such amount to Creditor upon demand.

This Guaranty shall be construed, interpreted and enforceable in accordance with the laws of the State of California.

EXECUTED this _____ day of _____, 20____
At _____,

Guarantors