



**CONFIDENTIAL CREDIT APPLICATION AND
AGREEMENT FOR CREDIT SALES**
(this "Agreement")

Company use only

Terms: _____

CL: _____

In order to apply for and establish credit from Castillo Electric Distribution, a California corporation ("Creditor"), the undersigned applicant ("Applicant") hereby submits the information below, including all attached financial statements and supporting documentation. The Applicant hereby represents and warrants that: (i) all information provided in this Agreement and in any attachment or supplementary document is true, correct, and complete in all material respects; (ii) such information accurately represents Applicant's financial condition as of the date hereof; and (iii) there has been no material adverse change in Applicant's financial condition since the date of the most recent financial statements submitted herewith. Applicant acknowledges that Creditor is relying on the accuracy of such information in considering this credit application.

Date: _____ Sales Person / Referred By: _____

Customer Portal: [] Check this box if you are interested in setting up an Online CED Portal Account which can be used to view recent orders, open invoices, and make online payments.

Company Name: _____ Phone #: _____
Street Address: _____ Fax #: _____
City: _____ State: _____ Zip Code: _____
Billing Address: _____
Primary Contact Name: _____ Primary Contact Phone #: _____
Primary Contact E-Mail: _____

General Information

Corporation: [] State of Incorporation: _____ Date of Incorporation: _____
Partnership: [] Proprietorship: [] LLC: [] Other: [] Describe: _____
Federal ID Tax #: _____ Date Business Started: _____

Name of Owners, Partners or Officers (Include Home Address)

<u>Name</u>	<u>Address</u>	<u>City, State</u>	<u>Social Security #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

We are engaged in the business of: _____ Date Established: _____
Type of Contractor License: _____ License Number: _____
Number of Employees: _____ Number of Electricians: _____
Is a purchase order required? _____ Are purchases taxable? _____ If no, give resale #: _____
Anticipated monthly purchases to Castillo Electric Distribution: \$ _____

Name and Phone Number of Individual Responsible for Authorizing Payment

Name: _____ Phone #: _____ E-Mail: _____
DUNS #: _____

Authorized Personnel to Make/Receive Orders

Name: _____	Role: _____	Phone #: _____
Name: _____	Role: _____	Phone #: _____
Name: _____	Role: _____	Phone #: _____
Name: _____	Role: _____	Phone #: _____
Name: _____	Role: _____	Phone #: _____
Name: _____	Role: _____	Phone #: _____

Credit References (List Principal Suppliers):

Supplier: _____	Phone #: _____
Address: _____	E-Mail: _____
Supplier: _____	Phone #: _____
Address: _____	E-Mail: _____
Supplier: _____	Phone #: _____
Address: _____	E-Mail: _____

Financial Information

Principal Business Bank: _____ Branch: _____

Address: _____ Account Type: _____ Account #: _____

Officer: _____ Phone #: _____

Please attach your latest prepared financial statement. If one is not available at this time, please fill in the financial information below.

Financial Information as of (Date): _____

Terms and Conditions

In consideration of Castillo Electric Distribution ("Seller") extending credit, the Applicant agrees to the following:

- **Payment terms** (Net 15, Net 30, or End-of-Month) will be set at Seller's discretion after credit review. Terms will be confirmed in writing. All invoices are payable per assigned terms and must be paid to the address listed on Seller's invoice.
- A **service charge** of 1.5% per month or the maximum rate permitted by applicable law, whichever is less (equivalent to an annual rate of up to 18%) applies to all balances unpaid 31 days after invoice date and will continue every 30 days until paid in full.
- The credit limit will be established and may be adjusted at Seller's sole discretion based on financial history, performance, or other relevant factors.
- Applicant agrees to pay all reasonable collection, attorney, and legal fees incurred by Seller to recover past due amounts, whether or not a lawsuit is filed.
- Applicant and its representatives hereby authorize Seller to obtain credit and financial information from any source at any time to evaluate or re-evaluate creditworthiness. For sole proprietorships and partnerships, the individual owners hereby explicitly consent to Seller obtaining personal credit reports. This authorization shall remain in effect until revoked in writing and received by Seller.
- EXCEPT FOR TRANSFERABLE MANUFACTURER WARRANTIES, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY IS STRICTLY LIMITED TO REPLACEMENT OR REFUND OF DEFECTIVE MATERIALS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- These Terms, along with the credit application, form the complete agreement between the parties. Any modifications must be in writing and signed by Seller. This agreement shall be governed by California law, and any disputes shall be resolved exclusively in the state or federal courts of California. Applicant and Guarantor consent to personal jurisdiction in California.

Company Name: _____ Date: _____

Signature: _____ Title: _____

Personal Guaranty

In consideration of Castillo Electric Distribution ("Seller") extending credit to the above-named Applicant, the undersigned ("Guarantor"), personally, jointly and severally, and unconditionally guarantees prompt payment when due of all present and future amounts owed by the Applicant to Seller, including limitation principal, interest, service charges, and collection costs. This guaranty is absolute, continuing, unlimited, and independent of the obligations of Applicant.

This is a continuing guarantee and remains in effect regardless of changes to the Applicant's obligations. The undersigned agrees to the terms of the Applicant's credit application, incorporated here by reference.

The undersigned waives any right to require the Seller to first pursue the Applicant or provide notice of default. In the event of enforcement, the undersigned agrees to pay all reasonable attorney fees and collection costs.

Seller is authorized to obtain credit information on the undersigned at any time to assess creditworthiness. If any part of this Guarantee is found unenforceable, the rest will remain in effect.

Signature: _____

Name: _____

Date: _____

Important Note:

Please send a clear copy or image of your driver's license and/or contractor's license to **sales@castilloelectricdistribution.com**.

Ensure your email subject line reads: "Credit Application Support Documents".