

CREDIT APPLICATION

CONFIDENTIAL

Return to:

Valin Corporation
6070 Corte Del Cedro, Carlsbad, CA 92011
(760) 438-4840 Phone
(760) 438-4836 Fax



www.thevalveshop.com

Please complete all information and sign the agreement below.
An incomplete application will cause a delay in processing.

BILL TO ADDRESS		SHIP TO ADDRESS		
_____		_____		
Trade Name of Business		Street Address		
_____		_____		
Street Address		City	State	Zip Code
_____		_____		
City	State	Zip Code	Accounting Contact	Phone
_____	_____	_____	_____	_____

CHECK ONE ()	How Long Established:	At Present Address:	No. of Employees:
<input type="checkbox"/> Sole Owner	_____	_____	_____
<input type="checkbox"/> Partnership	Type of Business:	Taxpayer ID Number:	
<input type="checkbox"/> Div of Corp.	_____	_____	
<input type="checkbox"/> Corporation	_____	_____	

We are requesting a credit line of \$ _____

Is the merchandise you are purchasing for resale? Yes ___ No ___ If the answer is "Yes", you MUST provide us with a complete, signed, resale certificate. You will be charged sales tax until we have your resale certificate on file.

Please check invoicing method	
E-mail _____	Fax _____
Contact name _____	Contact name _____
phone _____	Phone _____
e-mail address _____	Fax # _____
_____	_____

NAMES OF OFFICERS, PARTNERS OR OWNERS	
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Social Security Number	Social Security Number
_____	_____

AGREEMENT

It is understood and accepted by the undersigned that:

- All invoices are due and payable on a net 30 day, date of invoice basis.**
- Any amounts not paid within terms may be subject to a late charge of 1 1/2% per month, APR: 18%
- In the event suit is required to enforce collection of unpaid balances, customer agrees to pay reasonable collection and/or attorney's fees and all court costs.
- A facsimile copy of this document is to have the same force and effect as the original.

The undersigned certifies that they are fully authorized to sign this agreement.

Signature and Date

Printed Name and Title

Resale Certificate on file?	Date: _____	TRW Rating: _____
No ___ Yes ___	Assigned Credit Limit: _____	D & B Rating: _____
Cust Code: _____	Approved by: _____	SIC Code: _____

**** Please remit all payments to:**
Valin Corporation
P.O. Box 8402
Pasadena, CA 91109-8402

CREDIT REFERENCES REQUEST
CONFIDENTIAL



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Carlsbad, CA 92011

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Bank Information	
_____	_____
Name of Bank	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Standard Terms and Conditions of Sale

- Conditions of Sale:** Buyer's purchase order or quotation shall be subject only to the terms and conditions set forth herein, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgement or other form by Buyer. Such terms and conditions of Buyer shall not bind Seller unless accepted by Seller in writing whether or not they materially alter this order. This order shall be governed in all respects by the laws of the state in which Seller is incorporated. In the absence of a written agreement, an acceptance of any goods received by Buyer filling a purchase order to Seller shall constitute an acceptance of these terms and conditions.
- General Terms of Sale: Payment:** Net 30 days, on approved credit. Seller accepts payment by American Express, MasterCard or VISA. (Payment by credit card must be communicated at time of order placement; card will be charged at time of shipment for all items in stock at the time of order placement, and will be charged upon order placement for all special order or backordered items.) **FOB:** Shipping point. **Minimum Order Value:** \$50; waived for credit card orders and orders placed electronically (at our web site or via EDI).
- Quotation Expiration:** All quotations are valid for 30 days from quotation date, unless otherwise specified.
- Selling Price:** The selling price on back orders, and as shown on Seller's web site is subject to change without prior notification and will be priced in accordance with the price list in effect at the time of shipment.
- Shipping Discrepancies:** Errors in shipping quantity or damage to shipped products must be reported within ten (10) business days of receipt of product, or will not be acted upon.
- Order Cancellation and Reschedules:** Orders may be cancelled only upon approval by Seller. Such cancellations are subject to a cancellation fee. Scheduled shipments may be scheduled to a date later than originally agreed to, only upon approval by Seller. Such shipment reschedules are subject to a reschedule fee.
- Return for Credit or Exchange:** All returns of non-defective material for credit or exchange, not due to a Seller error, must be authorized in advance, and in writing, by Seller. Items to be returned must be current revisions of standard price list items in original, unopened packaging and in sellable condition. Quantity of any item being returned may not exceed 25% of the quantity of that item shipped to Buyer during the six months immediately prior to the return request. Return of such items is subject to a return processing fee, equal to 15% of the extended sales price of the item(s) being returned; minimum fee is \$50. Non-standard, modified, "special order", "special value" or "promotional" items and fabricated assemblies are non-cancelable and non-returnable. Requests for return of non-defective material for credit or exchange resulting from a Seller error (i.e., mis-shipment of material or quantity) shall be handled at no charge to Buyer. All return authorizations expire thirty (30) days after authorization notification and shall not be renewed.
- Delivery:** Seller shall not be liable for any delays in or failure of delivery due to acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failure of and delays by carriers, shortages of material, delays of suppliers, or any other cause beyond Seller's control. In no event shall Seller be liable for consequential or special damages arising out of a delay in or failure of delivery. Buyer's requested delivery date or schedule shall be approximate and subject to Seller's acceptance.
- Warranty:** Seller provides no warranty with respect to the goods sold hereunder. Seller agrees to use its best efforts to assist Buyer in enforcing any warranty provided by the Manufacturer(s) of the goods. The repair or replacement of defective products under warranty is at the sole discretion of the manufacturer; Seller does not replace returned defective products with new products. In no event shall Seller or Seller's supplier(s) be liable for consequential or special damages arising out of a defect in material or workmanship.
- Nuclear Indemnity:** If the goods are to be used in any nuclear installation or activity, the Buyer or the ultimate user (i) shall secure and maintain the maximum nuclear property damage liability insurance protection available (ii) shall enter into and maintain a government indemnity agreement, and (iii) shall waive and require its insurers to waive all rights of recovery or subrogation against Seller and shall indemnify and hold Seller harmless from and against any claims, losses or damages arising out of a Nuclear Incident as defined in the Atomic Energy Act of 1954, as amended.
- Taxes:** Any sales, use, excise or similar tax payable by Seller which is or may be imposed by any taxing authority upon the sale or delivery of goods covered by this order, or any increase in rate of any such tax not in force, shall be added to the sales price; if not collected at the time of payment of sales price, Buyer will hold Seller harmless.
- Attorneys' Fee:** In the event that default should occur in the payment for the goods sold hereunder, Buyer agrees to pay Seller's reasonable attorneys' fees and court costs incurred by Seller to enforce payment thereof.
- Finance Charge:** 1 ½% monthly (18% per annum) on past due accounts.

Sales Tax Rules and Regulations – Resale Certificates

To Our Customers:

In compliance with Sales and Use Tax Laws it is necessary that we have from all our customers a signed resale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for re-sale.

The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property as, for example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

Under "Description of property to be purchased" there may appear:

- (1) Either a itemized list of the particular property to be purchased for resale, or
- (2) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing

Please provide your new sales tax permit number, with your signature and address on the attached resale certificate.

Instructions

1. Please do not send a copy of your seller's permit.
2. Please print, complete, and return this form via fax to 408-328-2739.

Resale Certificate

Firm Name _____

I hereby certify that, I hold valid seller's permit number. _____
Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

That the tangible personal property described herein which I shall purchase from:

VALIN

Will be resold by me in the form of tangible personal property; PROVIDED, however that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by purchase price of such property.

Description of property to be purchased: _____

Dated: _____ 20 _____ Signature _____

At _____ By and Title _____

Phone _____ Address _____