



## **Credit Application**

- 1. Complete the enclosed application for credit (pg. 2)**
- 2. Read and sign the terms & conditions. (pg. 3)**
- 3. If based in CA, include a copy of Resale License**
- 4. If based outside of CA, include a Sales Tax Exemption, if applicable.**
- 5. Email all completed documents to [credit@altempalloys.com](mailto:credit@altempalloys.com)**

**Please call or email with any questions. We appreciate your prompt reply to prevent delaying any pending orders.**

**Thank you for your business!**

<b>Application for Credit</b>	
Application Date:	
Company Name:	
Legal Name (if different):	
Physical Address:	
City, State and Zip:	
Billing Address (if different from above):	
City, State and Zip:	
A/P Contact Name:	
A/P Email:	
A/P Phone:	
Has this company ever filed bankruptcy?	
Is yes, what date(s)?	
Type of Organization (LLC, Corp., etc.):	
Owner Name:	
Owner Address:	
City, State, Zip, Country:	
Phone:	
Email:	
<b>Trade References</b>	
<b>*If you have an alternate trade reference sheet, you may provide that document instead</b>	
Trade Reference #1 Name:	
Phone:	
Email:	
Trade Reference #2 Name:	
Phone:	
Email:	
Trade Reference #3 Name:	
Phone:	
Email:	
<b>**Credit cards are accepted with a 4% card fee**</b>	

## Terms & Conditions

1. In addition to the terms of all purchase orders, confirmations, and invoices, Buyer and Altemp Alloys, (Seller) agree to be bound to the following terms and conditions, all of which constitute the "Agreement". The Agreement is the complete and final expression of the agreement and understanding between the parties and supersedes all prior written or oral agreements. The Agreement may only be modified in writing when signed by both parties and which specifically references this Agreement by date. Seller's acceptance is expressly made conditional on buyer's consent to these terms and conditions. Seller hereby objects to any provision of buyer's form that is inconsistent with terms and conditions.

2. "We hereby certify that the goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and refutations and orders of the United States Department of Labor issued under the Section 14, thereof."

3. Buyer agrees to pay Seller's invoice price and that such price is the reasonable value of the goods. Payment is due 30 days from the date of invoice, or terms agreed upon between Seller and Buyer in writing. Partial payments received and past due amounts will be subject to 1.5% interest per month. Buyer shall pay any collection fees and reasonable attorney's fee incurred by Seller enforcing this agreement. In the event it becomes necessary for the Seller to incur and collection costs or file suit to collect payment, the Buyer shall be responsible for all such costs, including attorney's fees and collection agency fees. In any dispute or litigation between Buyer and Seller, whether related to this Agreement or not, Buyer agrees that California law shall apply, control, and venue shall be in the Superior Court of the State of California, County of Orange, Central Justice Center, exclusively. Seller's remedies for non-payment of this invoice shall include, in addition to all remedies provided by law, the right to repossess any goods in the possession of Buyer, purchased from Seller, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Seller or Seller's agent.

4. Goods shipped or delivered are F.O.B. Seller's place of business, and risk of loss passes to Buyer upon the earlier of delivery or placement with a carrier. Buyer shall pay all applicable taxes and shipping costs. Any claims for loss or damage on freight collect or 3<sup>rd</sup> party shall be filed with the carrier by the Buyer.

5. Subject to the limitations below, Seller warrants that goods will conform to Seller's specifications for a period of thirty (30) days from date of shipment. Except as expressly warranted above, goods are provided "as is" and "with all faults". Buyer waives all implied warranties of merchantability, fitness for a particular purpose and non-infringement. Seller, including its agents and associates, shall not be liable for any incidental; whether or not Seller knew such damages might be incurred. Seller's liability shall in all cases be limited to refunding the lower of the purchase price or the resale value of the goods, at Seller's option or replacing the material.

6. Buyer acknowledges upon receipt of goods that such goods are conforming, unless Buyer notifies Seller in writing within 72 hours of the time of delivery of any non-conforming goods. Seller will accept return of non-conforming goods, only when returned in original condition and must have a Return Material Authorization (RMA) # agreed upon by Seller and Buyer. Seller does not accept cancellations. All conforming goods may not be returned.

7. Seller may suspend Net terms if past due invoices are not paid. Buyer may not assign its rights or duties under this agreement without the prior written consent of Seller. The organization/applicant guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This is a continuing guarantee and shall continue so long as credit is extended. This guarantee may only be terminated by written notice to seller's credit department sent by certified mail or with signed acknowledgement of receipt. The undersigned waives notice of default, diligence, and resort to security.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**This Signature above is a sign of acceptance of these terms and conditions.**