



PLUMBING HEATING
SHEET METAL
Since 1940

Thank you for your interest in establishing a credit account with our company.

Please fill out, sign, and return your completed RSC Credit Application including all required documents via email to AR@Rubensteinsupply.com, or by dropping it off at any of our five (5) locations around the Bay Area or mail it to our main branch at PO Box 8370 Oakland, CA 94662.

We look forward to serving your company.

Packet Contents:

CREDIT APPLICATION

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OAKLAND: 2800 San Pablo Ave, Oakland CA. 94608 P: (510) 444-6614
SAN RAFAEL: 96 Woodland Ave, San Rafael CA 94901 P: (415) 454-1174
SAN JOSE: 1939 Monterey Rd. Suite #16, San Jose CA 95112 P: (408) 294-6614
SJ SHOWROOM: 1939 Monterey Rd. Suite #14 San Jose CA 95112 P: (408) 200-4868
SAN PABLO: 1159 Rumrill Blvd. San Pablo CA 94806 P: (510) 234-5400

RSC CREDIT APPLICATION

DATE: _____

CORPORATE NAME: _____

DBA: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

AP CONTACT NAME: _____ EMAIL: _____

YEARS IN BUSINESS: _____

PRINCIPALS & PARTNERS CONTACT INFORMATION

NAME	TITLE	SIGNATURE
1: _____	_____	_____
2: _____	_____	_____
3: _____	_____	_____

BUSINESS TYPE:

- SOLE PROPRIETORSHIP
- S CORP
- C CORP
- PARTNERSHIP
- OTHER: _____

TRADE REFERENCES

REFERNCE #1

COMPANY NAME: _____ DBA: _____

CONTACT NAME: _____ PHONE: _____

EMAIL: _____

REFERENCE #2

COMPANY NAME: _____ DBA: _____

CONTACT NAME: _____ PHONE: _____

EMAIL: _____

REFERENCE #3

COMPANY NAME: _____ DBA: _____

CONTACT NAME: _____ PHONE: _____

EMAIL: _____

The undersigned hereby authorizes the release of trade/credit information for the purpose of purchasing supplies and materials from Rubenstein Supply Company.

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____



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BANK INFORMATION

BANK NAME: _____

- CHECKING**
- SAVINGS**

ADDRESS: _____ **PHONE** _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

ACCOUNT #: _____ **ROUTING #** _____

Please have an officer of your company sign giving your bank authorization to give us your banking experience. Any information furnished by them will be held in confidence.

This form will be mailed to your bank with our request for information only with your signed authorization below.

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

OAKLAND: 2800 San Pablo Ave, Oakland CA. 94608 P: (510) 444-6614
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FINANCIAL DOCUMENTS AND CERTIFICATES

Copies of your most recent financial statements to be submitted for credit limit amount requests of \$10,000 or more.

- ✓ Balance Sheet
- ✓ Profit & Loss Statement

PLEASE NOTE:

You will be responsible for all account balances incurred now and, in the future, regardless of whether such balances are more than your credit limit.

REQUESTED CREDIT LIMIT AMOUNT \$ _____

REQUIRED INFORMATION:

CONTRACTOR'S LIC #: C-20 _____ TYPE: _____

EIN/FEDERAL ID #: _____

TAXABLE:

- YES
- NO

If no, please provide Resale Certificate # _____

- ❖ Copy of completed Resale Certificate or B.O.E issued Seller's Permit required.
[See California Resale Certificate on next page.]
- Purchase order identification required for all orders placed.
- All invoices and statements issued via email only.

Please state any additional billing requirements below:

California Resale Certificate

I HEREBY CERTIFY:

1. I hold a valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:
For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

□
PRINTED NAME OF PERSON SIGNING TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER DATE
()

RSC TERMS AND CONDITIONS

The following terms and conditions shall apply to all extensions of credit by RUBENSTEIN SUPPLY COMPANY ["Company"] to you.

INVOICING

Invoices for products and parts purchased by you will be invoiced upon shipment or pick-up from the Company. In the event your order is a shipment from the manufacturer, your invoice from us will be dated the date of shipment from the manufacturer.

A statement is prepared on the 25TH calendar day of the month covering all open transactions. If a transaction is made and paid in the same month it will not show in your statement.

You will be invoiced for all goods and services received by or delivered to any employee or agent of yours with knowledge of this account. It is your responsibility to keep this account confidential, to inform the Company of any improper or unauthorized account activities immediately upon discovery, and to promptly notify the Company of any changes in employees or agents that may result in unauthorized charges. The Company assumes no responsibility for unauthorized charges on your account by employees, former employees, agents, or former agents, unless the Company has been notified, in writing, by completing and submitting the RSC Authorized Employee List Form that said persons are no longer authorized to order or receive materials on your behalf.

PAYMENT TERMS

Payment for all parts and finished goods as follows:

- **Net25th - All payments are due to our lockbox on or before the 25th calendar day of the month following the statement-closing date. Payments received after the 25th calendar day of the month following the statement-closing date will be considered late and may be subject to a *Finance Charge.**
- Accounts with balances that remain unpaid, beyond the due date, may be placed on credit hold pending satisfactory payments. Any customer not meeting their financial obligations will be considered delinquent and may be subject to the loss of open credit.
- All present and future indebtedness to Rubenstein Supply Company, whether incurred by open account or otherwise, shall be paid to via paper check to Rubenstein Supply Company, Lockbox - P.O Box 7713 San Francisco, Ca 94120-7713 or by ACH/Wire or Credit Card.
- All credit card numbers placed on file must be reviewed and verified with Photo ID in person at any one of our 5 locations and accompanied by a completed Credit Card Authorization Form prior to adding the information to your account.
- A 2% charge may be added to all payments made by credit card.
- Waiver of any breach of the foregoing terms by the Company shall not be deemed a waiver of subsequent breaches.

RSC Terms and Conditions continued...

FINANCE CHARGES

On all debts not paid by due date will incur a finance charge computed at the periodic rate of 1.5% per month (an ANNUAL PERCENTAGE RATE OF 18%), and will be applied to any past due balance, which will be due and payable immediately, and shall become part of the principal of debt.

INFORMATION AND ASSISTANCE REGARDING INVOICES: ACCEPTANCE

If at any time you have a question on an invoice or statement from the Company, a call or note to our accounting department will bring prompt action in getting the problem resolved. If you do not bring any error to the attention of Company prior to the end of the next billing cycle, the invoices and statements will be deemed accepted as accurate.

REMEDIES

If it becomes necessary for Rubenstein Supply Company to institute any legal action to enforce its rights under this agreement, Rubenstein Supply Company shall be entitled, in addition to the amount due, to recover its court costs, reasonable attorney's fees, and all other costs of collection.

Nothing herein shall be deemed to limit any remedy otherwise available to Company to obtain payment for any sums due, including, but not limited to, the creation or enforcement of any mechanic's lien against any property in which the product purchased shall have been used or consumed in a work of improvement.

Please acknowledge your agreement to the foregoing terms and return the original to us. THE OWNER OR AUTHORIZED CORPORATE OFFICER FROM YOUR FIRM MUST SIGN THIS DOCUMENT. IF YOUR COMPANY IS A PARTNERSHIP, ALL PARTNERS MUST SIGN.

This agreement is entered into in Oakland, Alameda County, California on the date set forth below.

I/We agree to the Terms and Conditions set forth above and represent that the information provided is true and correct. If any changes occur in any of the facts set forth above, I/we agree to promptly notify Company of same.

APPLICANT NAME: _____ **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

IF A PARTNERSHIP, ADDITIONAL PARTNER(S)

APPLICANT NAME: _____ **DATE:** _____

SIGNATURE: _____ **TITLE:** _____

CONTINUING PERSONAL GUARANTEE

Whereas [customer name here] _____(hereinafter called the "Obligor"), desires to transact business with and obtain credit or a continuation of credit from RUBENSTEIN SUPPLY COMPANY (hereinafter called "Creditor").

Whereas Creditor is unwilling to extend or continue credit to the Obligor unless it receives a guaranty of the undersigned covering the Liabilities of the Obligor to Creditor, as hereinafter defined.

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its discretion, to extend or continue credit to the Obligor unconditionally, the undersigned [hereby referred to as Guarantor] personally guarantees to Creditor the payment of all liabilities of the Obligor to Creditor of whatever nature, whether now existing or hereafter incurred, all of which are herein collectively referred to as the "Liabilities of the Obligor").

The undersigned Guarantor agrees that, with or without notice or demand, the undersigned shall reimburse Creditor, to the extent that such reimbursement is not made by the Obligor, for all expenses (including attorney fees) incurred by Creditor in connection with any of the Liabilities of the Obligor or the collection thereof, or of enforcing this Continuing Personal Guaranty.

This guaranty is a continuing and unconditional guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Obligor with Creditor. The obligations pursuant to this guaranty shall not be affected by any surrender or release by the Obligor of any other security held by it for any obligation hereby guaranteed.

Guarantor acknowledges that this guaranty is in effect and binding on Guarantor without reference to whether it is signed by any other person or persons. Guarantor agrees that the guaranty shall continue in full force and effect notwithstanding the death of Guarantor, or the release by agreement or by operation of law of, or the extension of time to Obligor, or to any other guarantors.

The undersigned Guarantor hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Obligor; (b) presentment and demand for payment of any of the Liabilities of the Obligor; (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Obligor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

The undersigned Guarantor further waives any right to require that any action be brought against the Obligor or any other person or to require that resort be had to any security now existing or hereafter acquired or to any balance of any deposit account or credit on the books of Creditor in favor of the Obligor or any other person. Guarantor hereby waives the benefits of all provisions of law for stay or delay of execution or sale of property or satisfaction of judgment against Guarantor on account of this obligation until judgment is obtained against debtor and execution thereon is returned unsatisfied or until it is shown that debtor has no property available for the satisfaction of the indebtedness or until any other proceedings can be had.

This guaranty is, and shall be deemed to be, a contract entered under and pursuant to the laws of the State of California and shall be in all respects governed, construed, applied, and enforced in accordance with the laws of said State.

DATE: _____ **SIGNATURE:** _____

PRINTED FULL NAME: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS: _____

EMAIL ADDRESS: _____

**RUBENSTEIN SUPPLY COMPANY
AUTHORIZED EMPLOYEE LIST**

Please provide a list of all employees allowed to charge for supplies and materials on your Rubenstein Supply Company account.

CUSTOMER #: _____

ACCOUNT INFORMATION

BUSINESS NAME: _____

ADDRESS: _____

**AUTHORIZED EMPLOYEES
[Print Full Names]:**

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

AUTHORIZED BY [Print Name]: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

LIST ANY RESTRICTIONS/SPENDING LIMITS:

