



SALES - SERVICE - PARTS - RENTALS
 20434 SUSANA ROAD, LONG BEACH, CA 90810
 PH: (800) FORKLIFT - (310-631-5438)
 FAX 310- 603-1957
[mailto: Alee@800forklift.com](mailto:Alee@800forklift.com)

Customer warrants that the following is accurate and complete

KOMATSU SALES REPRESENTATIVE: _____ **AMOUNT REQUESTED:** _____

Legal Name of Customer: _____
 Trade Name: _____

Billing Address: _____ City: _____ State/Zip: _____

Shipping Address: _____ City: _____ State/Zip: _____

Phone Number: _____ Fax Number: _____
 Contact Person/Position: _____ Tin Number: _____

BUSINESS FACTS

Proprietorship Partnership Limited Partnership Corporation Other

Formed/Incorporated under State Law of: _____

Date of formation, incorporated or partnership: Years _____ Months _____

Is Business a subsidiary or Franchise? Yes _____ No _____

If YES, name of parent or franchiser: _____

Its address: _____

Length of time of present ownership: Years _____ Months _____

Previous Customer? Yes _____ No _____

Under what name? _____ Location _____
 Person or company holding mortgage/security interest: _____ Location _____

Phone Number: _____ Description of Collateral: _____

If Leasing, name of Lesser: _____

Lesson's Address: _____ City: _____ State/Zip: _____
 Name of Lease Guarantor: _____ Phone #: _____

The Customer has a total of _____ corporate officers, shareholders, partners, general partners, or proprietors. Please provide the following information. (Please use a separate sheet of paper if more spaces are needed.)

Name & Title _____ SSN _____

Address: _____ City: _____ State/Zip: _____

Name & Title: _____ SSN _____

Address: _____ City: _____ State/Zip: _____

Name & Title: _____ SSN _____

Address: _____ City: _____ State/Zip: _____

BANKING

Name of Account Holder: _____ Account #: _____ Bank Officer: _____
Bank Name: _____ Phone #: _____
Mailing Address: _____ City: _____ State/Zip: _____

TRADE REFERENCES

Name: _____ Location: _____
Fax Number: _____ Contact Name/Position: _____
Location: _____
Name: _____ Contact Name/Position: _____
Fax Number: _____ Location: _____
Name: _____ Contact Name/Position: _____
Fax Number: _____

STATE SALES TAX EXEMPTION: The customer will be charged the applicable sales tax on all purchases unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this application.

PURCHASE AGREEMENT: Please read carefully before signing.

1. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to terms stated on each invoice without offset or deduction.
2. Supplier may cancel extension of credit/service at any time.
3. Supplier may, regardless of terms stated on invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason; and Customer shall make payment without offset or deduction.
4. If any amount due Supplier is not paid when due, a finance charge of one and one half percent (1½%) per month of the balance (while finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law shall accrue from the date until paid.
5. Customer must obtain Supplier's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
6. In the event the account become delinquent, Customer shall pay all Supplier's reasonable collection cost and or attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
7. Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification be given. Supplier may, regardless of the terms stated on the invoices, request outstanding amounts be paid in full on demand, upon change of ownership and may refuse to make any further services pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.
8. This agreement is the entire agreement between the parties concerning Customer's purchases from Supplier, and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights hereunder shall be in writing and signed by both parties. All of Customer's purchases from Supplier shall be in subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form of document. If there is any conflict between terms of this Agreement, on the one hand, and the term of Supplier's invoices, sales confirmations, statements or its other documents, then the terms of this Agreement shall control. Subject to any restriction on transfer, this Agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect.
9. The laws of the state where Supplier's branch supplying the Customer is located or the county where Customer's business is located shall govern all transactions arising under this Agreement.

LEGAL NAME OF CUSTOMER

NAME OF REPRESENTATIVE

OFFICER, OWNER OR PARTNER'S SIGNATURE

TITLE

PRINT NAME OF PERSON SIGNING

DATE

PERSONAL GUARANTY: (Please read carefully before signing.)

I/We _____ for and in consideration of Supplier extending credit at my/our request to Customer of which I/We are (Title) _____ hereby personally and unconditionally guarantee payment and performance of all obligations of the Customer to Supplier (including, but not limited to, all interest, attorneys fee and charges) and do agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer, and Supplier may proceed first to enforce its rights against me/us without proceeding with exhausting any other remedy it may have.

SIGNATURE OF GUARANTOR(S)

PRINT NAME

SIGNATURE OF WITNESS

PRINT NAME