

## CREDIT APPLICATION

COMPANY NAME \_\_\_\_\_

DBA or DIV of \_\_\_\_\_

Check applicable:    Corporation    Sole Proprietor    Partnership    Limited Liability Corp.

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ FAX \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ RESALE NUMBER \_\_\_\_\_ FEDERAL TAX ID \_\_\_\_\_

BANK \_\_\_\_\_ ACCOUNT# \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX \_\_\_\_\_

**REFERENCE #1** \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT \_\_\_\_\_

**REFERENCE #2** \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT \_\_\_\_\_

**REFERENCE #3** \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT \_\_\_\_\_

ALL PAYMENTS ARE DUE AND PAYABLE 30 DAYS FROM THE DATE OF THE INVOICE ON OPEN ACCOUNT TERMS. IF ANY PAYMENT IS NOT RECEIVED BY SIERRA WITHIN TEN (10) DAYS OF ITS DUE DATE, A LATE CHARGE OF 1.5% PER MONTH OF THE UNPAID AMOUNT SHALL ACCRUE.

IF SIERRA SEEKS LEGAL COUNSEL TO COLLECT ANY MONEYS OWED TO SIERRA YOU SHALL PAY ALL ACTUAL ATTORNEYS' FEES EXPENDED.

ALL LITIGATION CONCERNING OR INVOLVING THE RELATIONSHIP BETWEEN YOURSELF AND SIERRA SHALL BE FILED IN THE CONSOLIDATED SUPERIOR/MUNICIPAL COURT OF RIVERSIDE COUNTY, ALL SIGNATORIES AGREE TO SUBMIT TO THE JURISDICTION OF THAT COURT.

For the purpose of obtaining an open line of credit with Sierra Aluminum Company, I, as an Authorized Company Agent, do hereby state the information provided herein is accurate and agree to the terms and conditions of Sierra Aluminum Company Credit Policy, as well as this application.

Authorized Company Agent \_\_\_\_\_ Date \_\_\_\_\_

Printed Agent Name \_\_\_\_\_ Title \_\_\_\_\_

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### Company Contact Information

Company Name: \_\_\_\_\_

Bill to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

(If different) \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_

Extension: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Extension: \_\_\_\_\_

Email: \_\_\_\_\_

We have the ability to email order acknowledgements, shipping manifests and invoices. This eliminates the need to mail these documents. If you are interested in this, please provide the necessary email addresses below.

Order Acknowledgements – email to: \_\_\_\_\_

Manifests – email to: \_\_\_\_\_

Invoices – email to: \_\_\_\_\_

Financial Statements available:      Yes/No

Please return this form, along with the credit application email to:  
[ArcadiaCredit@Samuel.com](mailto:ArcadiaCredit@Samuel.com)  
or Fax: 626-226-5873  
Any questions, please contact Credit Dept at 626-361-7579

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## Terms and Conditions of Sale

1. Acceptance  
Acceptance of orders by Sierra Aluminum Company (here in referred to as SAC) is subject to buyer's agreement to these Terms and Conditions of Sale.
2. Sales Terms  
Payment Terms are Net 30 days from date of SAC invoice. SAC may assess a late fee on any overdue amount of 1.5% per month.
3. Prices  
Prices are subject to change without prior notice on non-acknowledged orders.
4. Credit  
Credit approval by our Credit Department is required for open account terms.
5. Orders  
Orders may only be submitted by fax, mail, or e-mail.
6. Delivery  
Delivery dates are best estimates and SAC will use all reasonable efforts to ship order by estimated delivery date. SAC will not be responsible for any liabilities, fees, or incurred delivery costs of material not meeting estimated delivery date.
7. Claims  
Claims for shortage or damaged material must be filled within 30 days after delivery of material.
8. Rejected Material  
All returns for rejected material must be approved in writing/e-mail by SAC before pick-up will be issued. Our drivers are not authorized to make pick-ups without SAC pick up documents.
9. Clerical Errors  
Clerical errors made by SAC on quotations shall be subject to correction by SAC without penalty.
10. Purchase Agreements  
Customer Purchase Agreements must be signed by an authorized SAC Representative to be valid.
11. Disputes  
All disputes shall be brought in the State of California, Riverside County, CA.
12. Force Majeure  
Neither party will be in default if caused by an extraordinary event beyond reasonable control without its fault or negligence.
13. Terms and Conditions  
Terms and Conditions can also be viewed and downloaded from our website [https://www.samuel.com/globalassets/our-businesses/sierra-aluminum/pdfs/sierra\\_usa\\_terms\\_and\\_conditions\\_2021.pdf](https://www.samuel.com/globalassets/our-businesses/sierra-aluminum/pdfs/sierra_usa_terms_and_conditions_2021.pdf)
14. Indemnification  
Customer shall indemnify, defend, and hold harmless SAC, its employees, officers, directors, and agents from all lawsuits, claims, or costs arising from products or services provided by SAC to customers or third parties, unless caused by a defect in SAC's product, SAC's gross or sole negligence, or SAC's willful misconduct as determined by a court of law.
15. Attorney Fees  
Customer agrees to pay SAC reasonable attorney fees and costs, if legal action is required.