



CREDIT APPLICATION

Kindly complete and return with a current Financial Statement and Profit Loss Statement to Caster Technology Corporation. We must have your original signed application to continue extending credit terms. Merchandise shipped prior to credit approval will be shipped C.O.D.

Applicant's Name of Company: \_\_\_\_\_

Name of Parent Company if Subsidiary: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Accounts Payable: \_\_\_\_\_

Legal Entity: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Ind. Proprietor \_\_\_\_\_

How long in Business? \_\_\_\_\_ Business registered in state of \_\_\_\_\_

Amount of Credit Requested \_\_\_\_\_ SIC Code \_\_\_\_\_

Federal ID No. \_\_\_\_\_ State Tax Exempt No. \_\_\_\_\_

Proprietor, Partners, or Officers (name, title, home, address, telephone, social security no.)

Trade References/Suppliers: (name, address including zip code, telephone)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Branch: \_\_\_\_\_ Telephone: \_\_\_\_\_

A/C Number: \_\_\_\_\_ Type of Account: Commercial \_\_\_\_\_ Savings \_\_\_\_\_ Other \_\_\_\_\_

Bank Loans: \_\_\_\_\_ Inventory: \_\_\_\_\_

Cash on Hand: \_\_\_\_\_ Other Assets: \_\_\_\_\_

Accounts Receivable: \_\_\_\_\_ Trade Payable: \_\_\_\_\_

As consideration for the advancement of credit we the undersigned individually, jointly and severally agree as follows:

- 1. To be bound by all of the terms, conditions contained in this application. Seller may modify the terms and conditions of this application from time to time, upon mailing notice of such change to us at the address shown on Seller's records. Such changes shall be effective for all transactions between Seller and us after the date of notice.
- 2. To pay to Seller, without discount, pursuant to the terms set forth by agreement between Buyer and Seller. In the event Buyer does not pay the amount due pursuant to the terms of the agreement between Buyer and Seller, Buyer agrees to pay a delinquent interest charge at the highest rate pursuant to the laws of the State of California.

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Garden Grove, CA 92841-1809  
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- 3. To immediately upon receipt examine each of Seller's statements. Within ten (10) days from the date of each statement, we shall advise Seller of any transaction we dispute, together with a written statement specifying the reasons for such dispute. Failure to notify Seller of any dispute shall constitute a complete waiver of any and all such disputes.
- 4. Seller may, at any time, without notice, cancel all credit available to buyer and refuse to make any further credit advances. In the event Seller determines that information contained on the Credit Application is false or misleading, or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as material default, and any invoices outstanding shall become immediately due and payable in full.
- 5. In the event of: (a) our default on any payment when due, or (b) our death, bankruptcy, or insolvency, or (c) attachment or levy against us, or any or us, or against our property, or the property of any of us, then Seller without notice, shall be entitled to the entire amount of our obligations then due and such obligation shall become immediately due and payable.
- 6. To pay all costs and attorney's fees incurred by Seller in relation to the interpretation, construction or enforcement of any or all of our obligations hereunder, whether or not suit is filed.
- 7. That this agreement has been entered into and is to be performed in the County of Orange, State of California, and any action brought hereunder shall be brought in said county and state at the option of and in the sole discretion of Seller.
- 8. That we, and each of us, warrant and represent to Seller, under penalty of perjury, that we, and each of us, and/or the business entity we represent are solvent and able to pay our obligations as they become due.
- 9. That Seller may use this agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us, and of us, and/or the entity we present.
- 10. That Seller is hereby granted and shall retain a security interest in and to any and all goods and materials and proceeds thereof including, but not limited to, accounts receivable, notes, and chooses in actions relating to goods sold to us, and of us, and/or the company we represent, until all indebtedness to Seller is paid in full and until such time Seller shall have all rights of secured party as provided by the California Commercial Code, including the right to collect a deficiency.
- 11. That it is the essence of this agreement that the information contained herein is true and correct, and that Seller may and shall rely upon such information.

Date: \_\_\_\_\_

Print name of Company: \_\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
Print Name and Title

**GUARANTEE:**

That as individuals and not as partners, shareholders, officers, directors, employees, or authorized representatives, we, the undersigned and each of us, in consideration of any and all credit granted by Seller to any which we own or represent, hereby jointly and severally, guarantee prompt payment when due or any and all indebtedness now due or which may hereafter become due from said entity to Seller, however created, or arising, or evidenced, and waive notice of the acceptance of this guarantee, and/or any and all indebtedness at any time covered by the same, and/or of any change in the financial conditions of the entity which we now represent. This shall be a continuing guarantee and shall not be revocable, except upon actual receipt by Seller of written notice that we, or any of us, revoke said guarantee as to transactions subsequent to the date such notice is received and, in such event, we shall continue to be responsible for any and all transactions which occurred prior to the date Seller actually received said notice. Guarantor(s) further waive any defense arising by reason of any disability, or other defense based upon or arising out of any bankruptcy, insolvency, reorganization, liquidation or dissolution of any entity we own or represent. This obligation shall be enforceable before or after proceeding against any entity which we own or represent and we hereby waive our rights to require Seller to proceed against any entity we own or represent, or pursue any other remedy which Seller may have.

Date: \_\_\_\_\_

Print name of Guarantor: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

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