

CUSTOMER APPLICATION AND AGREEMENT

Customer hereby applies with K-PURE Waterworks, Inc. (K-PURE) for an open account. Customer hereby acknowledges that any extension of credit by K-PURE, whether now existing or hereafter extended, shall be made in reliance on the representations made in this Application as being accurate and correct and this Application, and all of the terms hereof shall apply to each such extension of credit. Customer agrees to update and supplement the Application immediately upon any change of information contained herein.

Customer must complete each section of the Application and return it to K-PURE's local branch for processing. K-PURE may, at their sole discretion and option, require Customer to submit financial statements, tax returns, or other evidence of financial suitability in order to process the Application. K-PURE makes no representations concerning Customer's ability to qualify for an open account or extension of any amount of credit K-PURE may, at their sole discretion and option, reject or deny this Credit Application; refuse to extend credit or any amount of credit to Customer, withdraw its approval, if so granted, of an open account to Customer; or modify or reduce an amount of credit, if so extended, whether now or hereafter.

1. Customer Information

EPA ID # _____

Business Name: _____

Type of Business: _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: (Same as above) _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax # _____ Cell #: _____

Contact Person: _____ E-mail Address: _____

Corporation Limited Liability Company General or Limited Partnership Sole Proprietorship

Date Company Established: _____ State: _____

Name of Parent Company (if applicable): _____

Fed Tax ID #: _____ DUNS #: _____

If Incorporated or LLC, enter year _____ and state of formation _____, and list two (2) officers or principals that are authorized to act on behalf of Customer:

Name: _____ Title: _____

Name: _____ Title: _____

If a sole proprietorship or partnership, enter year _____ and state of formation _____, and list each sole proprietor or partner that is authorized to act on behalf of the Customer, their title, if any, their home address, and their social security number. (If more than 2 partners, attach additional sheet)

Name: _____ Tel #: _____ SS#: _____

Home address: _____

Name: _____ Tel #: _____ SS#: _____

Home address: _____

Do you have a sale exemption certificate? Yes No

If yes, please attach a sales tax exemption certificate for each state in which you presently and/or intend to do business. If no certificate is attached Customer will a charged tax rate and amount on all transactions.

Has Customer ever filed bankruptcy? Yes No If yes, attach a separate sheet with details.

Has Customer even been sued for alleged non-payment of a debt? Yes No If yes, please provide information on date sued, nature of dispute, and resolution of dispute:

Please indicate if Customer requires any of the following on Invoices:

- Job number
- Purchase order number
- Name of person ordering
- Other information: _____

Have you done business with K-PURE in the past? Yes No If yes, please show the account number, name of company, address and approximate dates: _____

If not, how did Customer hear about K-PURE? _____

2. Bank References

Bank: _____ Address: _____ _____ Telephone #: _____ Contact: _____ Account #: _____ Checking: _____ Savings: _____ Loans: _____	Bank: _____ Address: _____ _____ Telephone #: _____ Contact: _____ Account #: _____ Checking: _____ Savings: _____ Loans: _____
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3. Trade References

Name: _____ Address: _____ Telephone #: _____ Contact: _____ Date Opened: _____ Terms: _____	Name: _____ Address: _____ Telephone #: _____ Contact: _____ Date Opened: _____ Terms: _____
Name: _____ Address: _____ Telephone #: _____ Contact: _____ Date Opened: _____ Terms: _____	Name: _____ Address: _____ Telephone #: _____ Contact: _____ Date Opened: _____ Terms: _____

4. Insurance Information (General Liability and Property Damage)

(Attach copy of each Declaration page)

Ins Company: _____ Address: _____ _____ Telephone #: _____ Contact: _____ Policy #: _____	Ins Company: _____ Address: _____ _____ Telephone #: _____ Contact: _____ Policy #: _____
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5. Agreement

Customer agrees that the following terms shall apply to Customer's accounts with K-PURE and any and all obligations arising there from, and this supersedes any prior or other similar agreements:

- a. By Customer's signature below, Customer confirms that all of the information provided by Customer in this Credit Application and Agreement constitute representations upon which K-PURE can, and will, rely, and that all such representations are true and complete.
- b. K-PURE is hereby authorized to obtain any other information which K-PURE deems reasonably necessary, from any source, either to verify the representations made in this Credit Application and Agreement or to obtain other related credit information.
- c. Customer will immediately notify K-PURE in the event that any representation made in this Credit Application and Agreement becomes untrue or in the event that Customer becomes insolvent or otherwise unable to regularly pay its obligations as they become due.
- d. Customer will pay, in full, each invoice provided to Customer by K-PURE within 30 days of the date of each invoice, unless K-PURE has provided Customer, in writing, with different terms and, in that event, Customer shall pay each invoice, in full, in accordance with those terms. Any amount not received by K-PURE when due shall bear interest at 2.0% per month or such maximum lesser rate as may be permitted by law.
- e. In the event that K-PURE incurs any legal fees or related costs in connection with Customer's account with K-PURE, either as a result of Customer's failure to comply with the terms of Customer's account or otherwise, Customer shall be required to immediately reimburse K-PURE for any and all legal fees and related costs incurred by K-PURE.
- f. Customer and K-PURE expressly agree that the laws of the State of California shall govern the validity, construction, interpretation, effect and enforcement of this Credit Application and Agreement, and all obligations arising pursuant thereto or otherwise as a result of the relationship established thereby, and the Courts of the State of California shall have jurisdiction over the parties with respect thereto and any litigation arising there from, with venue being established based upon the then corporate office location of K-PURE. Customer and K-PURE further agree that this Agreement and all rental agreements, delivery receipts, and all other documents applicable hereto, are deemed entered into, are to be performed, and all amounts are payable at, the then corporate office location of K-PURE.
- g. A signature on this Credit Application and Agreement transmitted by facsimile transmission shall be effective as an original signature.

Dated: _____

Company: _____

Name: _____

Title: _____