



Smalley & Company

Supplier of Construction Products and Services Since 1967

CREDIT APPLICATION & AGREEMENT

Please complete the enclosed agreement and mail or fax to the location marked below.

ALBUQUERQUE
8920 Adams St. NE, Ste. A
Albuquerque, NM 87113-2712
(505) 797-7222
(800) 464-6553
FAX (505) 797-7171

ANAHEIM
4935 E. Hunter Ave.
Anaheim, CA 92807
(714) 441-4100
(800) 585-9123
FAX (714) 441-4120

DENVER
861 S. Jason St.
Denver, CO 80223-2817
(303) 777-3435
(800) 777-6656
FAX (303) 777-3010

LAS VEGAS
5295 Procyon St., Ste. A
Las Vegas, NV 89118-1676
(702) 739-8600
(800) 921-3260
FAX (702) 739-0181

Remit All Payments To:

Smalley & Company
PO Box 910217
Denver, CO 80291-0217

ONTARIO
1505 S. DuPont Ave., Ste. C
Ontario, CA 91761-1401
(909) 605-6540
(800) 889-3629
FAX (909) 605-6546

PHOENIX
5546 W. Roosevelt St., Ste. 2
Phoenix, AZ 85043-2680
(602) 269-7089
(800) 562-5042
FAX (602) 269-3005

SALT LAKE CITY
3825 West 2100 South Ste A&B
West Valley, UT 84120
(801) 975-0672
(800) 543-0467
FAX (801) 975-1359

SAN DIEGO
7532-7538 Clairemont Mesa Blvd.
San Diego, CA 92111-1504
(858) 573-9124
(800) 586-9080
FAX (858) 573-9145

SUN VALLEY
11672 Tuxford St..
Sun Valley, CA 91352
(818) 786-2460
(800) 585-9122
FAX (818) 786-9502

**We invest in your success. We help you succeed
with products, pricing and services you can trust.**

SINCE 1967

SMALLEY & COMPANY
CREDIT APPLICATION AND AGREEMENT

Thank you for your interest in opening an account with Smalley & Company. Please provide us with all of the following information. Your application will be processed more quickly if it is completed in its entirety. Smalley & Company will be relying upon the information that you provide in our decision to extend you credit.

FULL NAME OF APPLICANT: _____ DATE: _____
(Provide complete name as registered to do business)

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOW LONG HAVE YOU BEEN AT THIS LOCATION? _____

OWN _____ LEASE _____ OTHER (Please explain) _____

PREVIOUS LOCATION (if less than 2 years at present location) : _____

CITY: _____ STATE: _____ ZIP CODE: _____

BILLING ADDRESS (if different from business address): _____

CITY: _____ STATE: _____ ZIP CODE: _____

BUSINESS PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

NATURE OF BUSINESS _____ ANNUAL REVENUE: _____

YEAR ESTABLISHED: _____ STATE OF ORGANIZATION: _____

NUMBER OF EMPLOYEES: _____ NUMBER OF FIELD EMPLOYEES: _____

LEGAL FORM OF BUSINESS: (please check one)

(INDIVIDUAL) (PARTNERSHIP) (LIMITED PARTNERSHIP) (CORPORATION) (LLC)

If an individual or partnership, please complete the following for each person or partner:

NAME:	SOC. SEC.NO:	HOME ADDRESS:	HOME PHONE:
1. _____			
2. _____			
3. _____			

If a corporation or a limited liability company please completes the following:

NAME:	SOC. SEC.NO:	HOME ADDRESS:	HOME PHONE:
PRESIDENT: _____			
VICE PRESIDENT: _____			
SECRETARY: _____			
TREASURER: _____			

ACCOUNT PAYABLE NAME: _____ EMAIL: _____

PHONE: _____ FAX: _____

Please provide all applicable license numbers and photocopies of the same:

RESALE LICENSE / STATE AND NUMBER: _____ DATE RECEIVED: _____

CONTRACTOR LICENSE / STATE AND NUMBER #: _____

OTHER LICENSE #'s: _____ OTHER LICENSE #'s: _____

WOULD YOU LIKE TO RECEIVE A MONTHLY ACCOUNT STATEMENT? Y N

SMALLEY & COMPANY
CREDIT APPLICATION AND AGREEMENT

BANK NAME: _____ BRANCH: _____

PHONE: _____ BANK REPRESENTATIVE: _____

HOW LONG WITH THIS BANK: _____ CHECKING ACCOUNT NO: _____

LINE OF CREDIT WITH BANK YES NO AMOUNT \$ _____

PRINCIPAL SUPPLIERS: Please list below or attach a sheet detailing your supplier references:

NAME	ADDRESS	CONTACT	PHONE	FAX
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

CREDIT LIMIT REQUESTED: \$ _____

By your signature on this Agreement, you authorize Smalley & Company to verify the information provided by you. You hereby authorize each such party to provide Smalley & Company with credit information about you. You acknowledge receiving the credit agreement terms and agree with them.

BY: _____ COMPANY NAME: _____

PRINT NAME: _____ TITLE: _____

PERSONAL GUARANTEE

The Applicant has submitted to Smalley & Company a Credit Application/ Credit Agreement ("Credit Agreement") pursuant to which the Applicant desires to establish a credit account with Smalley & Company. Smalley & Company is relying upon the information provided by the Applicant in its decision to extend credit to the Applicant. To induce Smalley & Company to extend credit to the Applicant and as a condition of Smalley & Company to extend credit to the Applicant, the undersigned has agreed to absolutely unconditionally, and irrevocably guarantee the payment and performance of the Applicant for the credit account. Therefore in consideration of Smalley & Company's granting of credit to the Applicant and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby absolutely unconditionally, and irrevocably guarantee's (i) the payment to Smalley & Company under the Credit Agreement (ii) the full performance of all other terms and provisions under the Credit Agreement, and (iii) the payment of any and all expenses incurred by Smalley & Company in connection with the enforcement of terms and conditions of the Credit Agreement. The undersigned's obligations are joint and several and are the absolute, unconditional, and a continuing guarantee so long as the Credit Agreement shall exist notwithstanding any modification, amendment or extension thereof, with or without notices to me, including, without limitation, any increase in the credit extended to the Applicant. The undersigned hereby waives presentment demand, protest, notice of protest, notice of dishonor, notice of nonpayment, notice of acceptance of this guarantee. This guarantee shall be governed by and construed in accordance with the laws of the State of Colorado.

By: _____ Print Name: _____

Your address: _____

ACCEPTANCE:

Smalley & Company agrees to an open account for the Applicant with a credit limit of \$ _____ pursuant to the acceptance of the terms and conditions of this Agreement.

Credit Limits of greater value are authorized only after credit reference validation and/or 4 month credit payment history review.

DENIAL:

Smalley & Company denies an open account and the extension of any credit to the Applicant at this time.

SMALLEY & COMPANY a Colorado corporation

BY: _____ TITLE: _____

SMALLEY & COMPANY

CREDIT APPLICATION AND AGREEMENT

IF SMALLEY & COMPANY PROVIDES CREDIT TO YOU PURSUANT TO THIS AGREEMENT OR IF CREDIT TRANSACTIONS ARE NOT APPROVED AND YOU PURCHASE ON A "CASH ON DELIVERY" ("COD") BASIS THE FOLLOWING TERMS AND CONDITIONS WILL APPLY AND GOVERN EACH AND EVERY SALE OF PRODUCTS TO YOU. SMALLEY & COMPANY OFFER TO SELL TO YOU IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN (TOGETHER WITH THOSE ON ANY STATEMENT OF ACCOUNT, INVOICE PICKING LIST OR SPECIAL ORDER FORM) AND NO TERMS AND CONDITIONS SET FORTH ON ANY PURCHASE ORDER OR ACKNOWLEDGMENT YOU MAY SEND TO SMALLEY & COMPANY SHALL BE INCLUDED AS PART OF THE PURCHASE AND SALE OF PRODUCTS FROM SMALLEY & COMPANY.

PAYMENT TERMS

Payment for products sold by Smalley & Company to you is due and payable upon delivery of the products. So long as a credit agreement validly exists with you, Smalley and Company shall invoice you for the purchased products together with applicable delivery or other costs and federal, state and local taxes and the full amount of the invoice due and payable within 30 days of the date of the delivery of the products. Any credit agreement with you shall not be a revolving credit account requiring only partial payment, but shall be a credit account requiring payment in full of each and every invoice as received.

In the event payment in full for each invoice is not received within 30 days of the date of delivery of the products Smalley and Company reserves the right to terminate the Agreement, discontinue sales to you on any basis and all unpaid amounts shall accrue interest at the rate of lesser of (i) 1 1/2% per month or (ii) the maximum interest rate permitted by law, from delivery of the products until paid in full. The credit terms provided to you hereunder are subject to change at any time and from time to time at the discretion of Smalley and Company. To the extent you exceed the credit limit granted by this Agreement, Smalley and Company reserves the right to require all further sales to you on a "COD" basis until all outstanding invoices are paid in full. You agree to pay Smalley and Company all reasonable costs and expenses, including without limitation, attorney's fees, in connection with enforcement of this Agreement or collection of the amounts owed by you to Smalley & Company.

PRICES

Current prices for products will be furnished to you upon request. However, prices are always subject to change without prior notice to you. You are advised to confirm product prices at the time of each purchase of products. In addition to the purchase price all applicable federal, state and local sales, use or other taxes and delivery costs will be added to the price of the products unless sufficient evidence is presented by you to Smalley & Company indicating a non-taxable transaction. Such evidence may include, without limitation, a copy of any valid and existing retail sales license you may have.

SHIPPING OF PRODUCTS

Smalley & Company will provide reasonable assistance in shipping of products to you or the site designated by you. Unless otherwise agreed in writing by Smalley & Company, all products are shipped "freight on board" (FOB) from Smalley & Company location by any reasonable means chosen by Smalley & Company. All title of the products sold to you becomes yours upon delivery to you or the common carrier and any and all risk of loss or damage to the products is yours upon delivery to you or the common carrier. To the extent that you have any claims for loss or damage to the product sold, the carrier, upon request Smalley & Company will provide reasonable assistance to you in this regard. Smalley & Company is under no obligation to examine or inspect all products sold and shipped per your request. It is your obligation and you agree to examine and inspect all products upon delivery and too immediately (and in no event later than 5 days after delivery) notify Smalley & Company in writing of rejection of the products for any reason. Smalley and Company shall have no liability to you for any visibly defective or impaired products or products that have expired expiration dates that are not timely rejected by you. All delivery dates are approximate and may vary within reasonable limits. Delivery may be in lots determined by Smalley & Company.

RETURN OF PRODUCTS

Smalley & Company is under no obligation to accept any return of products purchased and accepted by you whether or not they are special order. Smalley & Company may in its sole discretion, accept a return of materials and provide a credit to your account if (i) the products were purchased from Smalley & Company (ii) the products are not visibly defective or impaired or have expired expiration dates and (iii) the products are returned within thirty (30) days of the initial sale date. If Smalley & Company accepts the return of products a restocking fee of the purchase price shall be deducted from all credited amounts. For all non stock or special ordered products, additional limitations or costs upon the return may be imposed including those required by the manufacturer of the products and additional costs may be charged to you including freight and handling expenses.

SPECIAL ORDERS/CANCELLATION

Special orders for non-stocked or build products require a prepayment of fifty percent (50%) of the total purchase price at the time of the order of the products. The balance of the purchase price shall be invoiced and paid pursuant to the terms of this Agreement or COD. Smalley & Company is under no obligation to cancel any special ordered products nor to reimburse any monies paid for such special ordered products. Notwithstanding this, Smalley & Company will make reasonable efforts to coordinate with the manufacture of these special order products to cancel any special order upon your written request. If the special order cannot be canceled, you are obligated to take delivery of the special order products and make payment in full. If, in the event the special order can be canceled, you may be subject to cancellation charges of both the manufacture and Smalley and Company. You must pay any and all such cancellation charges and Smalley & Company is authorized to deduct the same from the prepaid portion of the purchase price. If for whatever reason the special order cannot be completed in a timely manner, Smalley & Company agree to treat this as a "no arrival/ no sale" transaction.

PRODUCTS SPECIFICATIONS/ INFORMATION

Many of the manufactures that Smalley & Company represents prepare specifications and information regarding their products. These manufactures provide Smalley & Company with specifications and information regarding their products from time-to-time. Smalley & Company does not always have information regarding each and every product. You are advised to request such information as you may desire from Smalley & Company relating to the products you purchase. If Smalley & Company does not have on-hand information you request, we will contact the manufacturer and attempt to obtain the information you desire. Smalley & Company can make no guarantee that we will be able to receive such specifications or information on any product. Should Smalley & Company have specifications or information available on any products, Smalley & Company cannot guarantee that it is the latest published information relating to the products. We encourage you to contact the manufacturer or its representatives to make inquiries as to the products or to obtain additional information.

SMALLEY & COMPANY

CREDIT APPLICATION AND AGREEMENT

As Smalley & Company is not the manufacturer of the products but is merely a distributor. Smalley & Company will not be liable to you nor responsible for the products or their use. Therefore, Smalley & Company makes the following exclusions of warranties, limitations of liabilities, and limitations of actions with respect to the products sold to you. Each and every purchase and sale of products whether under this Agreement or otherwise, shall be governed and subject to all the terms and conditions set forth herein including, without limitation, the following.

EXCLUSION OF WARRANTIES

SMALLEY & COMPANY IS NOT THE MANUFACTURER OF THE PRODUCTS BUT IS SOLELY A DISTRIBUTOR OF THE PRODUCTS SOLD TO YOU. SMALLEY & COMPANY MAKES NO AFFIRMATION, REPRESENTATION OR WARRANTY, EITHER EXPRESSED IMPLIED. AS TO ANY MATTER, INCLUDING THE SPECIFICATIONS OF PRODUCTS SOLD, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR USE. THE PRODUCTS ARE, NOT CUSTOM MADE FOR YOU AND YOU RECEIVE THE PRODUCTS "AS IS" YOU MAKE NO RELIANCE ON ANY VERBAL STATEMENTS, IF ANY OF SMALLEY & COMPANY. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SMALLEY & COMPANY HAS ANY AUTHORITY TO BIND SMALLEY & COMPANY WITH RESPECT TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY AND NO SUCH AFFIRMATION, REPRESENTATION OR WARRANTY SHALL BE DEEMED EFFECTIVE OR A PART OF ANY SALE UNLESS SET FORTH IN WRITING. NO COURSE OF DEALING BETWEEN SMALLEY & COMPANY AND YOU SHALL BE DEEMED TO IMPLY ANY TERMS AND CONDITION NOR AFFIRMATION REPRESENTATION OR WARRANTY OTHER THAN SET FORTH HEREIN. ANY WARRANTY MADE BY SMALLEY & COMPANY OR ANY LIABILITY OF SMALLEY & COMPANY SHALL BE VOID IF THE PRODUCTS HAVE BEEN SUBJECT TO ABUSE, MISUSE, ALTERATION, NEGLIGENCE OR UNAUTHORIZED USE BY CUSTOMER. ANY REPRESENTATIONS OR WARRANTIES OF THE MANUFACTURER OF THE PRODUCTS SOLD TO YOU ARE INDEPENDENT AND SEPARATE FROM SMALLEY & COMPANY.

LIMITATION OF LIABILITY

YOU SHALL NOTIFY SMALLEY & COMPANY IN WRITING WITHIN TEN (10) DAYS OF THE DISCOVERY OF ANY PROBLEM OR DEFECT WITH THE PRODUCTS SOLD BY SMALLEY & COMPANY. FAILURE TO PROVIDE SUCH TIMELY WRITTEN NOTIFICATION SHALL RELEASE SMALLEY & COMPANY FROM ANY LIABILITY TO YOU. ANY LIABILITY OF SMALLEY & COMPANY RELATING TO THE SALE OF THE PRODUCTS TO YOU IS LIMITED SOLELY TO EITHER (i) THE RETURN OF THE PURCHASE PRICE TO YOU OR (ii) REPLACEMENT OF THE PRODUCTS, IN SMALLEY & COMPANY'S SOLE DISCRETION. SMALLEY & COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING BY OR RESULTING FROM THE USE OR PERFORMANCE OF THE PRODUCTS. IF CIRCUMSTANCES CAUSE AN EXCLUSIVE OR LIMITED REMEDY TO FAIL, SMALLEY & COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES AT ANY TIME.

LIMITATION OF ACTION

NO LEGAL ACTIONS, REGARDLESS OF FORM, RESULTING FROM OR ARISING OUT OF THE SALE OF THE PRODUCT TO YOU MAY BE BROUGHT BY YOU MORE THAN THE EARLIER TO OCCUR (i) ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED OR (ii) THE APPLICABLE STATUTE OF LIMITATION OF THE JURISDICTION OF SUCH LEGAL ACTION.

MISCELLANEOUS PROVISIONS

THE TERMS AND CONDITIONS OF THE SALE OF THE PRODUCTS TO YOU SET FORTH HEREIN AND ON SMALLEY & COMPANY DOCUMENTS UTILIZED AT THE TIME OF EACH SALE ARE THE COMPLETE, EXCLUSIVE AND FINAL EXPRESSION OF THE TERMS AND CONDITIONS OF THE SALE OF THE PRODUCTS TO YOU.

No modification to the terms and conditions of each sale of products to you shall be effective unless in writing and signed by Smalley & Company. No agent, employee or representative of Smalley & Company has any authority to make any verbal modifications to the terms and conditions of any sale of products.

This Agreement and your rights and obligations as set forth herein are not assignable nor delegable by you without the prior written consent of Smalley & Company. Smalley & Company shall not unreasonably withhold its consent, provided however Smalley & Company can consider any number of factors with any assignment or delegation including, without limitation, the financial status of any proposed assignee. The terms and conditions as set forth herein shall be binding upon and inure to the benefit of the parties hereto and the respective permitted successors and assigns. Notwithstanding the foregoing, the provisions of this paragraph shall not be deemed consent to any assignment by Smalley and Company.

The paragraph headings herein are inserted for convenient reference only and do not define, limit, or proscribed the scope of this Agreement.

To the extent any part of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction the remainder of terms and conditions of this Agreement shall continue valid and enforceable to the fullest extent permitted by law.

The parties hereto acknowledge and agree that time is strictly of the essence hereof with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the foregoing by any party shall constitute a breach or default hereunder by the parties so failing to perform.

No waiver by either party to any term, condition, obligation or provision hereof shall be effective unless in writing and signed by the party to be changed. No waiver shall be deemed a waiver of the same or any subsequent term, condition, obligation or provision.

This Agreement shall be governed by and construed in accordance with the laws of the state in which it was executed and delivered by you.

If a dispute arises out of or relates to this Agreement or the breach hereof, and if the dispute cannot be settled through negotiation, the parties agree to first attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure. Such mediation shall be held in the city where the products were purchased from Smalley & Company or the most convenient location thereto if mediation is not then available in such city. Either party may file for mediation and the parties are to split equally the cost of such mediation and follow the guidelines and time restraints established by such mediator.