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**Attention: Credit Department,**

We welcome your inquiry regarding establishing an account with Rubenstein Supply Company. Please complete the attached **Credit Application and Agreement, Bank Authorization for Release of Information, Re-sale certificate and Continuing Personal Guaranty** and return them to us for credit processing.

Please return the completed package with the **original, signed documents**, faxes will not be accepted. Please feel free to drop off your completed application at any of our five locations or mail it to our main branch at PO Box 8370 Oakland, CA 94662

**We look forward to serving your company.**

**Sincerely,**

**Shima Saremi  
Controller  
(510) 444-6614**

2800 San Pablo Ave, Oakland CA. 94608 (510) 444-6614 Fax (510) 444-2518  
96 Woodland Ave, San Rafael CA 94901 (415) 454-1174 Fax (415) 454-9879  
1939 Monterey Rd. Suite #16, San Jose CA 95112 (408) 294-6614 Fax (408) 294-4644  
1939 Monterey Rd. Suite #14 San Jose CA 95112 (408)200-4868) Fax (408) 753-2655 Showroom  
1159 Rumrill Blvd. San Pablo CA 94806 (510) 234-5400 Fax (510) 233-5874



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**Credit Application and Agreement**

Applicants Legal Trade Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Type of Business: \_\_\_\_\_ Date Started: \_\_\_\_\_

Check One: Individual Owner: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corp: \_\_\_\_\_

Owner/Officers Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

If a partnership, the names and addresses of all partners:

Partner Name: \_\_\_\_\_

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

Partner Name: \_\_\_\_\_

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

If necessary, add additional information for other partners on a separate sheet.

**Trade References: (Complete addresses are required.)**

1) Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

2) Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

3) Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Bank References: (Complete address is required)**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

**A COPY OF YOUR LATEST FINANCIAL STATEMENT MUST BE SUBMITTED WITH THIS APPLICATION IF YOUR ANTICIPATED HIGHEST ACCOUNT BALANCE EXCEEDS \$ 10,000.00. FINANCIAL STATEMENT INCLUDES A BALANCE SHEET AND A PROFIT & LOSS STATEMENT. PLEASE NOTE THAT YOU WILL BE RESPONSIBLE FOR ALL ACCOUNT BALANCES INCURRED IN THE FUTURE, REGARDLESS OF WHETHER SUCH BALANCES ARE IN EXCESS OF YOUR ANTICIPATED HIGHEST ACCOUNT BALANCE SET FORTH BELOW.**

Highest anticipated account balance: \$ \_\_\_\_\_

**Other required information:**

Contractor's License #: C-20 \_\_\_\_\_ Type: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Complete One of the Following:

Taxable: YES or NO Resale Number: # \_\_\_\_\_  
(Circle One) (Please Complete Resale Card)

Do You Use Purchase Orders? (Circle one) YES NO

Do You Want Invoices/Statements: (Circle one) Faxed Email

State any special billing requirements below.

\_\_\_\_\_  
\_\_\_\_\_

## TERMS AND CONDITIONS

The following terms and conditions shall apply to all extensions of credit by RUBENSTEIN SUPPLY COMPANY ["Company"] to you.

### **INVOICING**

Invoices for products and parts purchased by you will be invoiced upon shipment or pick-up from the Company. In the event your order is a shipment from the manufacturer, your invoice from us will be dated the date of shipment from the manufacturer.

A statement is prepared on the last business day of the month covering all open transactions. If a transaction is made and paid in the same month it will not show on your statement.

You will be invoiced for all goods and services received by or delivered to any employee or agent of yours with knowledge of this account. It is your responsibility to keep this account confidential, to inform Company of any improper or unauthorized account activities immediately upon learning of same, and to promptly notify Company of any changes in employees or agents that may result in unauthorized charges. Company assumes no responsibility for unauthorized charges on your account by employees, former employees, agents or former agents, unless Company has been notified in writing that said persons are no longer authorized to order or receive materials on your behalf.

### **PAYMENT TERMS**

Payment for all parts and finished goods shall be as follows:

1. All payments are due **Net 25th** of the month following statement-closing date.
2. A 2% charge will be added to payments made by credit card for trade accounts.
3. Accounts with balances that remain unpaid beyond the due date may be placed on credit hold pending satisfactory payments. Any customer not meeting their financial obligations will be considered delinquent and may be subject to the loss of open credit.
4. All present and future indebtedness to Rubenstein Supply Company whether incurred by open account or otherwise, shall be paid to Rubenstein Supply Company, P.O Box 8370, Oakland, California 94662 unless otherwise instructed in writing.
5. Waiver of any breach of the foregoing terms by Company shall not be deemed a waiver of subsequent breaches.

### **FINANCE CHARGES**

On all debts not timely paid a late payment **FINANCE CHARGE** will be computed at the periodic rate of 1.5% per month (an ANNUAL PERCENTAGE RATE OF 18%), and will be applied to any past due balance, which will be due and payable immediately, and shall become part of the principal of the debt.

### **INFORMATION AND ASSISTANCE REGARDING INVOICES; ACCEPTANCE**

If at any time you have a question on an invoice or statement from the Company, a call or note to our accounting department will bring prompt action in getting the problem resolved. If you do not bring any error to the attention of Company prior to the end of the next billing cycle, the invoices and statements will be deemed accepted as accurate.

**REMEDIES**

If it becomes necessary for Rubenstein Supply Company to institute any legal action to enforce its rights under this agreement, Rubenstein Supply Company shall be entitled, in addition to the amount due, to recover its court costs, reasonable attorney's fees, and all other costs of collection.

Nothing herein shall be deemed to limit any remedy otherwise available to Company to obtain payment for any sums due, including, but not limited to, the creation or enforcement of any mechanic's lien against any property in which the product purchased shall have been used or consumed in a work of improvement.

Please acknowledge your agreement to the foregoing terms and return the original to us. **THE OWNER OR AUTHORIZED CORPORATE OFFICER FROM YOUR FIRM MUST SIGN THIS DOCUMENT. IF YOUR COMPANY IS A PARTNERSHIP, ALL PARTNERS MUST SIGN**

This agreement is entered into in Oakland, Alameda County, California on the date set forth below.

I/We agree to the Terms and Conditions set forth above and represent that the information provided is true and correct. If any changes occur in any of the facts set forth above, I/we agree to promptly notify Company of same.

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

Name of Applicant: \_\_\_\_\_

by

Name (Printed): \_\_\_\_\_ Title:

\_\_\_\_\_

Signature: \_\_\_\_\_

If a partnership, additional partner:

Name (Printed): \_\_\_\_\_ Title:

\_\_\_\_\_

Signature: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Shima Saremi, Controller



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**BANK AUTHORIZATION FOR RELEASE OF INFORMATION**

\_\_\_\_\_  
(Bank Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Bank Account#: \_\_\_\_\_

Please have an officer sign giving your bank authorization to give us your banking experience. Any information furnished by them will be held in confidence.

This form will be mailed to your bank with our request for information only with your signed authorization below.

Thank You for your Cooperation.

Sincerely,

Shima Saremi  
Controller

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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1159 Rumrill Blvd. San Pablo CA 94806 (510) 234-5400 Fax (510) 233-5874

**Continuing Personal Guaranty**

Whereas, [customer firm name here] \_\_\_\_\_,  
(hereinafter called the "Obligor"), desires to transact business with and obtain credit or a continuation of credit from RUBENSTEIN SUPPLY COMPANY (hereinafter called "Creditor");

**Whereas, Creditor is unwilling to extend or continue credit to the Obligor unless it receives a guaranty of the undersigned covering the Liabilities of the Obligor to Creditor, as hereinafter defined.**

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its discretion, to extend or continue credit to the Obligor unconditionally, the undersigned [hereby referred to as Guarantor] personally guarantees to Creditor the payment of all liabilities of the Obligor to Creditor of whatever nature, whether now existing or hereafter incurred, all of which are herein collectively referred to as the "Liabilities of the Obligor").

The undersigned Guarantor agrees that, with or without notice or demand, the undersigned shall reimburse Creditor, to the extent that such reimbursement is not made by the Obligor, for all expenses (including attorney fees) incurred by Creditor in connection with any of the Liabilities of the Obligor or the collection thereof, or of enforcing this Continuing Personal Guaranty.

This guaranty is a continuing and unconditional guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Obligor with Creditor. The obligations pursuant to this guaranty shall not be affected by any surrender or release by the Obligor of any other security held by it for any obligation hereby guaranteed.

Guarantor acknowledges that this guaranty is in effect and binding on Guarantor without reference to whether it is signed by any other person or persons. Guarantor agrees that the guaranty shall continue in full force and effect notwithstanding the death of Guarantor, or the release by agreement or by operation of law of, or the extension of time to Obligor, or to any other guarantors.

The undersigned Guarantor hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Obligor; (b) presentment and demand for payment of any of the Liabilities of the Obligor; (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Obligor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

The undersigned Guarantor further waives any right to require that any action be brought against the Obligor or any other person or to require that resort be had to any security now existing or hereafter acquired or to any balance of any deposit account or credit on the books of Creditor in favor of the Obligor or any other person. Guarantor hereby waives the benefits of all provisions of law for stay or delay of execution or sale of property or satisfaction of judgment against Guarantor on account of this obligation until judgment is obtained against debtor and execution thereon is returned unsatisfied or until it is shown that debtor has no property available for the satisfaction of the indebtedness or until any other proceedings can be had.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of California and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Guarantor)

Printed name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

# CALIFORNIA – CERTIFICATE OF RESALE

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Address of Purchaser

HEREBY I CERTIFY:

- 1) I hold a valid seller's permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law;
- 2) I am engaged in the business of selling the following type of tangible personal property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- 3) This certificate is for the purchase from *Rubenstein Supply Company* of the item(s) I have listed in paragraph 5 below;
- 4) I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operation, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
- 5) Description of property to be purchased for resale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Name of Purchaser: \_\_\_\_\_

Signature of Purchaser, Purchaser's Employee or Authorized Representative:  
\_\_\_\_\_

Printed Name of Person Signing: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Purchaser: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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





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## Authorized Employee List

**Please provide a list of all employees allowed to charge materials on your Rubenstein account.**

### Account Information:

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

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

\_\_\_\_\_

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

### Authorized employees:

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_

Authorized By: \_\_\_\_\_

As of Date: \_\_\_\_\_

Any Restrictions \_\_\_\_\_

\_\_\_\_\_