

Credit Application

Firm Name: _____ Ada/Dbn: _____
 Billing Address: _____ City-St-Zip: _____
 Shipping Address: _____ City-St-Zip: _____
 Phone# () _____ Fax# () _____ Years in Business _____
 Type of Business: Individual () Partnership () Corporation () Sic# _____
 Federal Identification Number: _____
 Do You Pledge Your Accounts Receivable? _____
 Est. Mthly Credit Needs: \$ _____ Taxable? Yes () No () Please Provide Resale Card

Owners (If Applicant Is A Sole Proprietorship Or Partnership) Or Officers (If A Corporation)

Name 1: _____ Title: _____ SSN _____ - _____ - _____
 Home Address: _____ Home Phone# _____
 Name 2: _____ Title: _____ SSN _____ - _____ - _____
 Home Address: _____ Home Phone# _____

References: Please provide addresses, phone numbers and fax numbers

Name 1: _____	Name 2: _____
Address: _____	Address: _____
City-St-Zip: _____	City-St-Zip: _____
Phone# :() _____	Phone# :() _____
Fax# :() _____	Fax# :() _____
Name 3: _____	Name 4: _____
Address: _____	Address: _____
City-St-Zip: _____	City-St-Zip: _____
Phone# :() _____	Phone# :() _____
Fax# :() _____	Fax# :() _____

Bank Reference

Bank Name: _____ Branch: _____
 Address: _____ City-St-Zip: _____
 Contact Person: _____ Account#: _____ Fax#: _____

1. Has applicant or any of its principals ever filed a voluntary petition in bankruptcy? If yes, explain on another sheet of paper () Yes () No
2. Has a lien or civil suit been filed against applicant or any principal within the last 6 years? If yes, explain on another sheet of paper () Yes () No

1. Applicants' signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. A notice will be sent upon approval for credit. Accounts not paid within terms shall be subject to a service charge of 18% annually.
2. The above information is for the purpose of obtaining credit and I/we hereby authorize Sequoia Brass and Copper, Inc to investigate the references listed pertaining to my/our credit and financial responsibility.
3. If this account is placed for collection I agree to pay all the reasonable charges, including attorney's fees and further agree that a charge of 33% of the amount of the claim shall be considered reasonable as a fee. In event of default of the foregoing statement, I will personally guarantee the payment of all obligations of the above mentioned company.

Principals/Officer

_____	_____
Print Name/Title	Signature
_____	_____
Print Name/Title	Signature

**SEQUOIA BRASS AND COPPER
TERMS AND CONDITIONS OF SALE**

1. **GENERAL.** These terms and conditions of sale shall govern the sale of Sequoia Brass' products to Purchaser. Purchaser's acceptance of Sequoia Brass' sales order or products hereunder represents acceptance in full of these Terms and Conditions of Sale.
2. **PAYMENT.** All invoices are due and payable in cash within thirty (30) days of the invoice date F.O.B. Sequoia Brass and Copper, unless otherwise indicated on the quotation, sales order or invoice. Any invoice not so paid shall have interest added, on a monthly basis, at the rate of eighteen percent (18%) per annum.
3. **DELIVERY.** Sequoia Brass will use its best efforts to deliver the materials in an orderly and businesslike fashion following its receipt of the same from suppliers, etc. In those instances when Sequoia Brass does not have the materials in stock, it will schedule a delivery date following its receipt of the materials and Customer agrees to accept the delivery of the materials when tendered by Sequoia Brass.
4. **TAXES AND DUTIES.** Any taxes which Sequoia Brass may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, use or consumption of the goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Purchaser, which shall promptly pay such to Sequoia Brass upon demand.
5. **FORCE MAJEURE.** Sequoia Brass shall not be liable for loss, damage or delay in manufacture, shipment or delivery of the goods or for its inability to perform any or all of its obligations hereunder due to the failure or happening of events or conditions rendering performance commercially impracticable, or to any causes beyond Sequoia Brass's control, including but not limited to, acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Sequoia Brass' supplier or subcontractors, fuel or other energy shortages. If any such failure of events or conditions result in a delay in performance, the date of delivery or shall be extended for a period equal to the time lost by reason of the delay. Acceptance of the material by the Purchaser shall constitute a waiver of all claims for loss or damage due to any delay resulting from any cause.
6. **WARRANTY DISCLAIMER.** Sequoia Brass is a wholesaler of goods only, and as such only warrants that the goods will conform to the dimensional descriptions stated or referenced on the quotation, sales order or invoice. Sequoia Brass makes no other warranties of any kind, express or implied (including no warranty of merchantability, fitness for a particular purpose, usage or trade), to any person or entity with regard to the goods covered hereby and forbids Purchaser to represent otherwise to anyone with which it deals. Sequoia Brass hereby assigns to Purchaser the warranties, if any, covering the goods which Sequoia Brass received from the third parties, but Sequoia Brass shall have no duty to enforce such warranties.
7. **INSPECTION.** Purchaser shall inspect the materials within ten (10) days after delivery. Unless Purchaser notifies Sequoia Brass within ten (10) days thereafter specifying any damage or defect or other objection to the materials, it shall be conclusively presumed, as between Purchaser and Sequoia Brass, that Purchaser has fully inspected and acknowledges that the materials comply with all the terms, conditions and specifications of the order and that Purchaser is satisfied with and has accepted the materials in such condition and repair.
8. **RETURNS AND CANCELLATIONS.** No returns or cancellations will be accepted without prior authorization from Sequoia Brass. All requests for returns must be made within thirty (30) days from the delivery date. Sequoia Brass may for any reason or no reason at all, refuse to approve any return or cancellation. All approved returns and cancellations will be subject to a restocking charge of at least twenty-five percent (25%), to be set by Sequoia Brass.
9. **REPUDIATION.** If Purchaser repudiates this contract prior to Sequoia Brass' delivery of the goods, Purchaser shall, within forty-eight (48) hours of such decision, notify Sequoia Brass thereof in writing at POB 4661, Hayward, CA 94540. After giving such notice, Purchaser shall pay to Sequoia Brass, on demand, the full contract price, as indicated on the quotation, sales order or invoice, less (a) the fair value which Sequoia Brass could readily obtain for the material appropriated to the contract and (b) the costs from which Sequoia Brass has been relieved by virtue of such repudiation, such value and cost to be determined by Sequoia Brass in its sole and commercially reasonable judgment.
10. **ATTORNEY'S FEES.** If Sequoia Brass initiates an action to collect amounts due hereunder, the prevailing party in any resulting action or proceeding, including arbitration, shall be entitled to recover its reasonable attorneys' fees and court costs. Sequoia Brass shall also be entitled to recover its reasonable attorneys' fees and court costs resulting from the enforcement of any judgment against Purchaser and any appeal.
11. **ASSIGNMENT.** The Purchaser may not assign its right under this invoice without the prior written consent of Sequoia Brass.
12. **APPLICABLE LAW.** The terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of California, as they apply to transactions between merchants and venue in any action herein may be laid in or transferred to Alameda County, California. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall otherwise remain in full force and effect.

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

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 operations, 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:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

 _____
PRINTED NAME OF PERSON SIGNING TITLE

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER DATE
() _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
SEQUOIA BRASS AND COPPER, INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2353 INDUSTRIAL PARKWAY WEST

City, state, and ZIP code
HAYWARD, CA 94545

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
94 | 2958330

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Simon M. Jones* Date ▶ *12/16/10*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,