

## Sunshine Supply Co., Inc.

4946 Naples Street  
San Diego, CA 92110  
Ph: (619) 276-7442 Fax: (619) 276-0304  
www.SunshineSupply.com

Name of Firm/Corporation: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Owners/Officers	Home Address	Telephone #	S.S. #
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1. \_\_\_\_\_

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

Have any of the above had a business failure or bankruptcy? Yes  No  If yes, please explain on a separate page.

Type of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_

Identity Type: Sole Owner \_\_\_\_\_ General Partnership \_\_\_\_\_ LLC \_\_\_\_\_ LLP \_\_\_\_\_ Corporation \_\_\_\_\_

Date Incorporated (If applicable): \_\_\_\_\_ In Which State? \_\_\_\_\_

Federal ID #: \_\_\_\_\_ License #: \_\_\_\_\_ Resale #: \_\_\_\_\_

References Extending Credit:

1. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Ph. Number:** \_\_\_\_\_

2. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Ph. Number:** \_\_\_\_\_

3. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Ph. Number:** \_\_\_\_\_

4. Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Ph. Number:** \_\_\_\_\_

Name of Bank	Branch	Account #	Telephone #
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**PLEASE EMAIL COMPLETED APPLICATION TO ADMIN@SUNSHINESUPPLY.COM**

The above information is submitted for the purposes of obtaining credit. The undersigned authorizes you to make such inquires as are necessary to obtain credit information and authorizes my bank, suppliers, and credit references to release information regarding my accounts.

I understand that if an account is approved, all sales are subject to Sunshine Supply Company's Terms of Sale, all invoices are due and payable 30 days from the date of the invoice. I agree to pay a late charge of 18% per annum (1.5% per month) on any past due amounts. I agree to pay all collection and court costs including attorney's fees if it becomes necessary to enforce collection or file suit. I agree to pay all fees associated with the enforcement of preliminary lien rights including; mechanics lien, stop notice, bond claim, Miller Act and all associated releases.

I agree that in the event suit is commenced to enforce collection, the jurisdiction and venue of the action shall be exclusively in the Superior Court for the County of San Diego, San Diego Branch.

I certify that everything stated on this application is true and correct to the best of my knowledge.

Owner/Officer Signature	Print Name	Title	Date
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#### TERMS OF SALE

Sunshine Supply Customer's acceptance of the products from Sunshine Supply Co., Inc., customer acknowledges and agrees, (I) customer has received the products stated on the provided Sales Order, Packing Slip, Cash Sale, or Invoice form with no visible defects or impairments, (II) customer was given the opportunity to examine and inspect all products sold to customer hereunder, including, without limitation, expiration dates of products, (III) customer has read and agrees to the terms and conditions of the sale of the products as set forth herein, (IV) payment for products sold hereunder is due and payable upon delivery of the products unless otherwise agreed in writing with Sunshine Supply Co., Inc. and if payments are not timely made interest shall incur at a rate of 18% per annum from the date of the delivery of the products, (V) manufacturer's specification and data sheets have been made available to customer prior to purchase of the products, and (VI) customer shall pay Sunshine Supply Co., Inc. all costs and expenses. Including without limitation, attorney's fees in connection with the enforcement of this agreement (VII) customer shall pay Sunshine Supply Co., Inc. all cost and expenses associated with the enforcement of preliminary lien rights including mechanics lien, stop notice, bond claim, miller act, and all associated fees to release enforcement documents.

#### FORMATION OF CONTRACT

Any attempted modification of these conditions of sale proposed by the buyer in a purchase order containing terms and conditions inconsistent with or in addition to these conditions of sale shall not be binding upon Sunshine Supply Co., Inc. unless specifically accepted by Sunshine Supply Co., Inc. in writing. Sunshine Supply Co., Inc. objects to any terms and conditions inconsistent with or in addition to these conditions of sale.

#### EXCLUSION OF WARRANTIES

Sunshine Supply Co., Inc. is not the manufacturer of the products but is solely a distributor of the products sold to customer. Sunshine Supply Co., Inc. makes no affirmation, representation, or warranty, either expressed or implied, as to any matter, including the specification of products sold, their merchantability, or their fitness for any particular use. The products are not custom made for the customer and the customer receives the products "AS IS". Customer makes no reliance on any verbal statements, if any, of Sunshine Supply Co., Inc. No agent, employee, or representative of Sunshine Supply Co., Inc. has any authority to bind Sunshine Supply Co., Inc. 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 Sunshine Supply Co., Inc. and customer shall be deemed to imply any terms and conditions nor affirmation, representation, or warranty other than set forth herein. Any warranty made by Sunshine Supply Co., Inc. or any liability of Sunshine Supply Co., Inc. shall be void if the products have been subject to abuse, misuse, alteration, neglect, or unauthorized use by customer. Any representation or warranties of the manufacturer of the products sold to customer are independent and separate from Sunshine Supply Co., Inc. The terms and conditions of the sale of the products to customer set forth herein are the complete, exclusive, and final expression of the terms and conditions of the sales of the products to customer regarding affirmations, representations, and warranties of Sunshine Supply Co., Inc.

#### LIMITATION OF LIABILITY

Customer shall notify Sunshine Supply Co., Inc. in writing within 30 days of the discovery of any problem or defect with the products sold by Sunshine Supply Co., Inc. Failure to provide such timely written notification shall release Sunshine Supply Co., Inc. from any liability to customer. Any liability of Sunshine Supply Co., Inc. relating to the sale of the products to customer is limited solely to either (I) the return of the purchase price to customer or, (II) replacement of products, is at Sunshine Supply Co., Inc.'s sole discretion. Sunshine Supply Co., Inc. shall not be liable to customer for any loss, damage, interruption of business, loss of profits, special, incidental, or consequential damages of customer 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.

#### RETURN OF PRODUCTS

Sunshine Supply Co., Inc. is under no obligation to accept return of products purchased by customer whether or not they are special order. Sunshine Supply Co., Inc. may, in its sole discretion, accept a return of products and provide a credit to the customer's account if (I) the products were purchased from Sunshine Supply Co., Inc., (II) the product is not visibly defective or impaired or have expired expiration dates, (III) the product is returned within thirty (30) days of the date of sale, and (IV) the product is in the original manufacturer's packaging with Lot/Batch number clearly legible and matching the original sale. If Sunshine Supply Co., Inc. accepts the return of product, a restocking fee of 20% or the purchase price shall be deducted from all credited amounts from all stock, non-stock, or special-order product. Additional limitations or costs may be imposed upon their return including those required by the manufacturer of the product.