



LV SALES, INC.

Wholesale Distributors – Lock & Key Supplies

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APPLICATION FOR TERMS, PURCHASE AGREEMENT AND/OR COMPANY CHECK WRITING PRIVILEGES

FIRM NAME(S): _____ DATE: ___/___/___

Resale (Sellers) Permit# _____ St: _____ (in Calif - send original signed card) DUNS RATING & # _____

Parent Company (if subsidiary): _____ City: _____ State: _____

Type of Business: _____ No. Employees _____ Annual Sales: \$ _____

Billing Address: _____ City: _____ State: _____ Zip: _____ - _____

Shipping Address: _____ City: _____ State: _____ Zip: _____ - _____

Telephone # (____) _____ - _____ Fax # (____) _____ - _____

Accounts Payable Contact: _____ Payables phone:(____) _____ - _____ fax: _____

Tax ID # (E.I.N.) _____ Locksmith Permit # _____ City: _____ State: _____

Initial ONE:

Sole Owner _____ Partnership _____ Corporation _____ &>>State(s) Inc. _____ #Years in Business or Inc. _____

INFORMATION ON OWNER(S), OFFICERS &/OR PARTNERS

Use separate sheet(s) if more than one person – all owners, officers, & partners info required for terms account

Full Name: _____ Title: _____ SS# _____ DOB ___/___/___

HOME Addresses (include physical home address if you give a PO Box): Street & #: _____

City: _____ State: _____ Zip: _____ - _____ Drivers Lic# _____ State: _____

Spouse: _____ SS# _____ DOB: ___/___/___ Drivers Lic# _____

Previous Address(es) (5 years): Street & #: _____ City: _____

State: _____ Zip: _____ - _____ Dates at residences: _____ Current Home Tel# (____) _____ - _____

Have you or any principals ever filed a petition for bankruptcy? *Initial:* Yes _____ Date: ___/___/___ No _____

Do you, your business or corporation have any lawsuits, liens or judgments against you? *Initial:* Yes _____ No _____

If the answer to either or both of the above two questions is "yes" – explain fully, including dates and disposition, on a separate sheet of paper and attach hereto

Bank: _____ Branch Street Address(es): _____ City: _____

State: _____ Zip: _____ - _____ Acct# _____ Contact Name: _____ Telephone #: (____) _____ - _____

LIST THE NAMES OF AT LEAST 3 PRINCIPAL FIRMS WITH WHOM YOU HAVE ESTABLISHED CREDIT:

Firm name	Acct#	Phone & Fax# s	Complete Address	(office use only)		
		Phone # () - Fax # () -	Street: _____ CSZ: _____			
		Phone # () - Fax # () -	Street: _____ CSZ: _____			
		Phone # () - Fax # () -	Street: _____ CSZ: _____			

1. PRINCIPAL INFORMATION

I/WE AGREE TO SUBMIT THE SOCIAL SECURITY NUMBER(S) OF THE OWNER(S) AND GUARANTYING OFFICERS OF THE SUBJECT BUSINESS OR CORPORATE ENTITY, WHICH, IN ADDITION TO COMPANY INFORMATION, MAY BE UTILIZED FOR THE PURPOSE OF OBTAINING THE PERSONAL CREDIT PROFILES / CREDIT REPORTS AND BANK ACCOUNT INFORMATION OF SAID OWNERS / OFFICERS IN ORDER TO DETERMINE THE CREDIT WORTHINESS OF SUBJECT ENTITY AND PRINCIPALS.

2. PAYMENT TERMS – 2%/10 days, Net 25 & > \$15.00 or 2%/mo after

MINIMUM PURCHASES OF \$200 PER MONTH ARE REQUESTED TO MAINTAIN AN OPEN TERMS ACCOUNT. PAYMENT TERMS TO BUYERS OF APPROVED CHARGING PRIVILEGES ARE A TWO PERCENT (2%) DISCOUNT MAY BE TAKEN IF THE INVOICE BALANCE IN FULL IS PAID WITHIN TEN (10) CALENDAR DAYS OF THE INVOICE DATE (DISCOUNT DOES NOT APPLY TO SHIPPING OR C.O.D FEES, TAXES, PAYMENTS RECEIVED PAST 5pm OF THE 10TH DAY, PAYMENTS MADE BY CREDIT CARD, NOR IF OTHER INVOICES ARE PAST DUE). TOTAL DUE NET 25 DAYS FROM INVOICE. IF THE BALANCE IN FULL IS NOT PAID WITHIN 25 CALENDAR DAYS, THE DELINQUENT INVOICE(S) OR ACCOUNT(S) SHALL BEAR, AS LIQUIDATED DAMAGES, THE GREATER OF \$15.00 PER MONTH OR TWO PERCENT (2%) PER MONTH OF THE UNPAID BALANCE UNTIL THE UNPAID BALANCE AND LIQUIDATED DAMAGES ARE PAID IN FULL. THE LIQUIDATED DAMAGES ARE ASSESSED TO COVER SELLERS USUAL COSTS FOR THE PERIOD OF TIME THAT PAYMENT IS WITHHELD, TOGETHER WITH SELLERS ADMINISTRATIVE COSTS RELATING TO COLLECTING & ACCOUNTING FOR LATE PAYMENTS, WHICH BUYER AND SELLER AGREE WOULD BE DIFFICULT TO FIX. CONSUMER CREDIT REPORTS & DRIVERS LICENSE REPORTS ORDERED BY LV SALES INC FOR COLLECTION PURPOSES SHALL CAUSE AN ADDITIONAL FEE, PER REPORT, TO BE ADDED TO BUYERS / APPLICANTS ACCOUNT OVER AND ABOVE THE LIQUIDATED DAMAGES OUTLINED ABOVE. ALL MERCHANDISE PURCHASED IS SECURED UNTIL ALL BALANCES AND COSTS ARE PAID IN FULL.

3. ATTORNEY FEES / COLLECTION FEES

IF SUIT OR ACTION IS INSTITUTED, APPLICANT(S) /BUYER(S) / GUARANTOR(S) (I/WE) PROMISE TO PAY REASONABLE ATTORNEY FEES (INCLUDING FEES FOR ADVICE IN PRO PER OR SMALL CLAIMS CASES AND PRIOR TO SUIT), COURT COSTS AND COLLECTION FEES INCURRED. I/WE ALSO AGREE THAT VENUE IS PROPER IN THE COUNTY OF LOS ANGELES, CA., USA, IN EITHER GLENDALE JUDICIAL DISTRICT OR LOS ANGELES JUDICIAL DISTRICT, AT THE OPTION OF SELLER, LV SALES INC. SHOULD THIS ACCOUNT BE COLLECTED BY WAY OF A COLLECTION AGENCY OR COLLECTION ATTORNEY, I/WE AGREE(S) TO PAY THE COLLECTION AGENCY'S / ATTORNEY'S COMMISSIONS AND FEES OVER AND ABOVE THE ENTIRE BALANCE OWED TO LV SALES INC. AT THE TIME OF ASSIGNMENT TO THE COLLECTION ENTITY, WHETHER OR NOT SUIT IS INSTITUTED. THE INTENT IS FOR SELLER TO RECOVER THE ENTIRE BALANCE DUE, NOT LIMITED TO PRINCIPAL, DAMAGES , FEES AND COSTS. ALL INFORMATION, NOT LIMITED TO SS#, DRIVERS LICENSE INFORMATION, & DOB, MAY BE VERIFIED WITH THE MOTOR VEHICLE DEPARTMENTS , SSA, AND OTHER AGENCIES AND BE USED FOR COLLECTION AND RECURRING TERMS APPROVAL PURPOSES AT LV SALES INC'S DISCRETION.

4. CHECK POLICY

ALL CHECKS RETURNED NON-NEGOTIABLE, FOR ANY REASON, SHALL CAUSE A \$20.00 BAD CHECK FEE TO BE ADDED TO THE BALANCE. \$40.00 FOR TWICE DEPOSITED CHECKS RETURNED NON-NEGOTIABLE. ALL FUTURE PAYMENTS SHALL BE IN THE FORM OF A CASHIER'S CHECK, CASH (IN PERSON ONLY) OR CREDIT CARD. REFER TO CA CCP 1719 ET SEQ REGARDING TREBLE AND OTHER DAMAGES FOR BAD CHECKS. WRITERS OF CHECKS OUTSIDE OF CALIFORNIA INCLUDED.

5. CLAIMS FOR SHORTAGES

SHORTAGES OR NON-RECEIPT OF MERCHANDISE CLAIMS MUST BE MADE IN WRITING, VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED, WITHIN SEVEN (7) CALENDAR DAYS OF SHIPMENT OR CLAIM IS WAIVED.

6. RETURN POLICY

A RETURNED GOODS AUTHORIZATION (RGA) AND A COPY OF THE INVOICE MUST, WITHOUT EXCEPTION, ACCOMPANY ALL RETURNED MERCHANDISE. A 25% RESTOCKING FEE APPLIES AND SHIPPING COSTS ARE NOT REFUNDABLE. MERCHANDISE MUST BE IN THE ORIGINAL UNOPENED PACKAGING AND IN THE SAME SALEABLE CONDITION AS WHEN PURCHASED AND RETURNED FREIGHT PREPAID. REQUEST A WRITTEN RGA FROM LV SALES INC, PRIOR TO RETURNING THE ITEMS.

7. CORPORATE PERSONAL INDIVIDUAL GUARANTORS

IN ORDER FOR US TO CONSIDER YOUR APPLICATION, CORPORATIONS MUST HAVE THE PRESIDENT AND AT LEAST ONE OTHER OFFICER OF THE REQUESTING CORPORATION SIGN BELOW AS PERSONAL INDIVIDUAL GUARANTORS FOR ALL PURCHASES MADE BY OR ON BEHALF OF THE CORPORATION. ALL PERSONS WHO SIGN BELOW AGREE TO PERSONALLY GUARANTY THE PAYMENT IN FULL OF ALL PURCHASES OF THE CORPORATION. REFUSAL TO SHOW THE OFFICERS' UNCONDITIONAL INTENT TO PAY FOR ALL INVOICES ACCORDING TO TERMS, BY SIGNING AS PERSONAL GUARANTORS, WILL CAUSE THIS APPLICATION TO BE DENIED OR THE CREDIT LIMIT TO BE LOW IN ORDER TO LIMIT THE INCURRANCE OF LOSSES TO LV SALES INC.

8. VERIFICATIONS AND AUTHORIZATIONS (Attach letterhead with names of additional employees authorized to charge, if any & initial here ___)

THE UNDERSIGNED (1) MAKES THE REPRESENTATIONS ON THIS APPLICATION, WHICH ARE CERTIFIED AND VERIFIED CORRECT FOR THE PUPOSES OF SECURING THE TERMS LISTED ABOVE; (2) AUTHORIZES LV SALES INC. , IT'S ASSIGNEES AND SUCCESSORS, TO GATHER WHATEVER CREDIT INFORMATION IT CONSIDERS NECESSARY AND TO GIVE INFORMATION CONCERNING TRANSACTIONS TO OTHERS; (3) UNDERSTANDS THAT LV SALES INC WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED; (4) ACKNOWLEDGES THAT IT IS THE APPLICANTS RESPONSIBILITY TO NOTIFY LV SALES INC. , IT'S ASSIGNEES AND SUCCESSORS, OF ANY AND ALL CHANGES OF NAME(S), ADDRESS(ES) OR EMPLOYMENT(S), NOT LIMITED TO THE REQUIREMENTS OF SECTIONS 1788 ET SEQ OF THE CA CIVIL CODE, (5) AGREES THAT SHOULD FUTURE COLLECTION EFFORTS BE NECESSARY, LV SALES INC. IS AUTHORIZED TO OBTAIN ANY INFORMATION FROM OTHERS WHICH LV SALES INC. DEEMS NECESSARY TO AID IN COLLECTION EFFORTS, (6) AGREES A PHOTOCOPY OR FACSIMILE OF THIS AUTHORIZATION IS AS VALID AS AN ORIGINAL.

THE APPLICANT HEREBY ACKNOWLEDGES AND AGREES TO THE TERMS AS OUTLINED ABOVE

AUTHORIZED SIGNATURE DATED: ___/___/___

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE DATED: ___/___/___

PRINT NAME AND TITLE