



# HABEY USA INC

## New Account Application

Please fax this form back to **888-313-8698** together with your reseller certificate. For application of NET term account, please complete the next two pages as well.

**Company Information**

Company Name \_\_\_\_\_ DBA: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Type of Ownership: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Years in Business: \_\_\_\_\_ State Tax ID: \_\_\_\_\_

**Information of Principals, Offices or Partners**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

**Trade Reference**

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Bank Reference**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

Account#1: \_\_\_\_\_ Account#2: \_\_\_\_\_

IN MAKING THIS APPLICATION FOR CREDIT, THE UNDERSIGNED HEREBY GUARANTEE THE PAYMENT OF ALL THEIR COMPANY'S OBLIGATION TO HABEY USA OF ALL AMOUNTS DUE AND OWING. APPLICATION'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY TO PAY INVOICES IN ACCORDANCE WITH THE AGREED UPON TERMS. THE APPLICANT AGREES TO PAY ALL SERVICE CHARGES, REASONABLE ATTORNEY AND COURT FEES, INCURRED IN THE COLLECTION OF THEIR PAST DUE ACCOUNT.  
I/WE HEREBY AUTHORIZE HABEY USA TO INVESTIGATE THE REFERENCES PERTAINING TO MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY.

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



# HABEY USA INC

## Authorization to Release Credit Information

Please fax this form back to: **888-313-8698**

To: \_\_\_\_\_

Bank Name \_\_\_\_\_ Regarding (Company Name): \_\_\_\_\_

Bank Contact Name \_\_\_\_\_

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

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

Checking Account Number: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Loan Number: \_\_\_\_\_

\_\_\_\_\_(Company Name), hereby authorizes the bank to release credit information on our account to HABEY USA. We are presently in the process of establishing credit with them. Please provide all necessary information and return directly to HABEY USA to expedite our credit application.

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Bank USE ONLY**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

Checking Account#: \_\_\_\_\_ Date Opened: \_\_\_\_\_

Average Bal: \_\_\_\_\_ Current Bal: \_\_\_\_\_

Saving Account#: \_\_\_\_\_ Date Opened: \_\_\_\_\_

Average Bal: \_\_\_\_\_ Current Bal: \_\_\_\_\_

# of Return Check(s) N.S.F: \_\_\_\_\_ # of Stopped Payment: \_\_\_\_\_ Others: \_\_\_\_\_

Loan Number: \_\_\_\_\_ High Credit: \_\_\_\_\_

Loan Number: \_\_\_\_\_ High Credit: \_\_\_\_\_

Terms: \_\_\_\_\_ Current Bal: \_\_\_\_\_

Terms: \_\_\_\_\_ Current Bal: \_\_\_\_\_

Comments: \_\_\_\_\_

Prepared by (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Continuing Personal Guarantee

For valuable consideration, and/or for products and services sold on credit, both before and after the date of this Guarantee to \_\_\_\_\_ (referred to as the "Buyer") by HABEY USA ("HABEY USA"), the undersigned unconditionally guarantees to HABEY USA, its successors and assigns, the prompt payment, observance, and performance when due of any and all obligations and indebtedness now or hereafter existing (collectively, "Guaranteed Obligations"), regardless of any invalidity or unenforceability thereof. The undersigned further agrees to pay HABEY USA all attorneys' fees and expenses incurred by HABEY USA by reason of any default by the Buyer under any agreement relating to Guaranteed Obligations and/or to enforce its right against the undersigned under the terms of this Guarantee.

The undersigned waives any claim or other right which the undersigned might now have or hereafter acquire against the Buyer or any person that is primarily or contingently liable on the obligations guaranteed hereby or that arises from the existence or performance of the undersigned's obligations under the Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim or remedy of HABEY USA against the Buyer or any collateral security therefore which HABEY USA now has or hereafter acquires; whether or not such claim, remedy, or right arises in equity, or under contract, statute, or common law.

The undersigned waives notice of acceptance hereof and all other notices or demands of any kind to which it may be entitled and consents that HABEY USA may, without affecting the undersigned's liability under this Guarantee, compromise or release, in terms satisfactory to it or by operation of law or otherwise, any rights against Buyer and other obligors and guarantors; and grant extensions of time of payment to Buyer.

Upon any default by the Buyer in the payment and performance of its obligations under the agreement with HABEY USA, the liabilities and obligations of the undersigned hereunder shall, at the option of HABEY USA, become forthwith due and payable to HABEY USA without demand or notice of any nature, all of which are expressly waived by the undersigned.

This is a continuing guarantee and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of, any assignee or successor of HABEY USA to the same extent as HABEY USA may, itself, enforce it.

The liability of the undersigned hereunder is direct and unconditional. If there is more than one undersigned, then the liability of the undersigned hereunder shall be joint and several. The undersigned further authorizes HABEY USA to conduct a consumer credit check of the Guarantor.

This Guarantee is executed as an instrument under seal, and all acts and transactions hereunder, and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of California. Guarantor shall submit to the exclusive jurisdiction in the state of California in the event of any judicial action.

IN WITNESS WHEREOF, the guarantor has executed this Guarantee \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Guarantor: \_\_\_\_\_  
Print Name Signature

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

Residence Phone No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

### 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 HABEY USA INC 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 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 \_\_\_\_\_

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PRINTED NAME OF PERSON SIGNING	TITLE
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ADDRESS OF PURCHASER \_\_\_\_\_

TELEPHONE NUMBER (      )	DATE
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