

Dear Customer,

Thank you for your interest in our product line. To establish a Net 30-day line of credit with our company, your first order amount must exceed \$1,500. Please complete the following documents. All documents are required to be signed by either an owner or officer of your company.

To be completed: **Credit Application & Credit Agreement**

Upon receipt of all completed documents, we will process your application. In addition to the information that you provide us, we may access an Experian or Dunn and Bradstreet report. If the credit history within the credit report is insufficient, additional information may be requested. A deposit may also be required if your order amount exceeds your credit limit, or for special custom orders.

Please note that our company has nexus in the following States and will charge sales tax unless we receive a valid resale or exemption certificate: CA, FL, IN, KY, MD, NC, NY, TX and VA.

If you have any questions, please do not hesitate to contact us at (661) 219-3156.

Thank you again for your patronage. We look forward to working with your company.

Sincerely,

Rebecca McNear

AR Credit/Collection Specialist

p: 877.275.5284 m: 661.219.3156 w: lavi.com

   

AGREEMENT, TERMS AND CONDITIONS

The following terms are acceptable to Lavi Industries for _____ (customer). **TERMS: NET 30.**
All purchases will be due and payable in Los Angeles, California.

1 **LAVI Industries shall hereinafter be referred to as "Company" and _____ shall be referred to as "Customer"**. The Customer desires to purchase goods and services from Company on open account and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. Company's acceptance of Customer's credit application constitutes acceptance by the Customer of the terms and conditions of this agreement.

2 Credit will be extended by Company to Customer based on the information provided in their credit application, and Company is authorized to check applicant's credit background. Customer agrees to pay all charges, fees and costs which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Company in writing within (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person who incurs charges on Customer's account, is authorized to do so. Customer hereby authorizes and grants company the right to investigate customers credit, including utilizing credit reporting companies or other means which is reasonable to company to research the credit history of customer. Customer agrees that company may contact its banking and other credit references for this purpose.

3 Customer agrees to notify Company in writing of any errors on the invoices within 60 days of the invoice date. If not so noticed, the invoice shall be deemed to be correct and accepted as rendered. All sums owing Company by Customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by Company and Customer or on Company's invoice. In the absence of such express terms and condition, Company terms will be Net 30. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.

4 Customer agrees that if Company is not paid on time, in accordance with Company terms, Customer shall pay for all costs expenses incurred by Company in connection herewith, including collection agency fees up to 30% or \$500.00, whichever is higher, or attorney, and any other charges which can be legally charged to the Customer. Customer agrees that for and in consideration of Company's extension of credit, that this agreement is to be construed under the laws of the state of California and that if legal action is brought to enforce this agreement, that Los Angeles County, California, shall be the exclusive jurisdiction and legal venue for said action. Customer agrees that if Company refers this agreement to any attorney for enforcement, that Customer agrees to pay Company's actual attorney's fees and costs incurred in the enforcement hereof, whether formal proceedings are brought to remedy customer's breach of this agreement. Customer agrees to pay Company a \$15.00 Service charge on each dishonored check returned to Company.

5 Customer agrees that any financial documents provided to Company are true and correct, and will provide Company such documents, from time to time upon request. Customer represents to Company that it is solvent as of the date of this agreement.

6 Company has the right to file Preliminary Notice, and/or Mechanics Lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a Waiver by Company of any lien or bond rights, or any other rights which it may now have, or hereafter acquire by law.

7 The granting of credit and payment terms shall be extended at the sole discretion of Lavi Industries. Credit may be increased, decreased, or terminated at any time. Credit is based in part on completion of this application, the responses from the bank and trade references and the timeliness of payments if credit is approved. If your account is inactive for 12 months, credit privileges may be cancelled, and a new application may be required. No additional notification will be sent.

8 Upon Customer's acceptance, this agreement embodies the entire agreement of the parties. No promise, representation or agreement made after the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration, or modification shall be valid unless the same be in writing signed by all parties hereto, or by their duly authorized agents.

I have read all Terms and Conditions of this Agreement and AGREE to them as stated.

Print Name & Title: _____

Signature: _____

Date: _____

AGREEMENT MUST BE SIGNED BY OWNER, PARTNER OR AN OFFICER OF THE COMPANY