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## COMMERCIAL CREDIT APPLICATION

Individual or Company Name \_\_\_\_\_  
Location Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Type of Business: \_\_\_\_\_ Federal Identification Number \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Business started under present ownership in \_\_\_\_\_

Contractor's license No. \_\_\_\_\_

**If Corporation or LLC, List Officers or Managers**

Names \_\_\_\_\_ Title(s) \_\_\_\_\_

**Sole Ownership or Partnership, Owners are:**

Name \_\_\_\_\_

Address \_\_\_\_\_

The principal stockholder is: \_\_\_\_\_

**Purchasing Agent** \_\_\_\_\_ **Ph. No.** \_\_\_\_\_

**Acctg Contact** \_\_\_\_\_ **Ph. No.** \_\_\_\_\_

Do you issue purchase order for each purchase? ☐ Yes ☐ No

**WE REQUIRE JOB NAMES ON ALL INVOICES.**

Credit Requested: Amount \_\_\_\_\_ Terms as specified below and on the invoice.

How many copies of your invoice do you require? (Circle one) 1 2 3 4 More \_\_\_\_\_

Do you need monthly statements sent to you? ☐ Yes ☐ No

Have you applied for credit with us before? ☐ Yes ☐ No If yes, when \_\_\_\_\_ under Cosco name \_\_\_\_\_

### BANK & LOCAL TRADE REFERENCES

Bank Reference _____	Branch _____	Account No. _____	Type _____
Trade Reference _____	Address _____	Phone No. _____	
Trade Reference _____	Address _____	Phone No. _____	
Trade Reference _____	Address _____	Phone No. _____	

**Agreements:** Should COSCO, INC. ("Cosco") approve this request for credit. I/we agree and certify:

1. Billing date cut off is the last day of the month. Terms are net 30 days. The undersigned and/or the customer agrees to pay a service charge of 5% per month on all overdue amounts and for collection and attorneys fees in the event this bill becomes overdue. All accounts over 45 days may be placed on credit hold and amounts due will bear interest at the rate of 12% per year. A discount of 1% is allowed if payment is received within 10 days from date of invoice.
2. That Buyer is the holder of License No. \_\_\_\_\_ under the General Excise Tax Law of the State of Hawaii.
3. That the nature of Buyer's business is \_\_\_\_\_.
4. The undersigned agrees to execute the Resale Certificate for Goods General Form 1 in the form attached hereto or as prescribed by the Hawaii director of taxation.
5. The undersigned agrees that this Application includes the General Terms and Conditions attached hereto, and the same are hereby fully incorporated into this Application. By signing below, the undersigned acknowledges that the undersigned has read and hereby agrees to all terms and conditions set forth in the attached General Terms and Conditions. In the event that any term or condition in the General Terms and Conditions is inconsistent with the terms of this Application, this Application shall control. This Application, the Resale Certificate for Goods General Form 1, and the General Terms and Conditions are each collectively referred to as the ("Agreement").
6. The undersigned agrees to pay amounts due in full within 30 days of invoice date. If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. No one except an officer of Cosco has the authority to approve this Application, alter or change any condition of the agreement.

The undersigned understands all terms and agrees to abide by them.

Firm \_\_\_\_\_

Company Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTY:** In consideration of Cosco extending credit to the foregoing Applicant, the undersigned, jointly and severally, personally guarantee the payment promptly when due or upon demand of all obligations of said Applicant to Cosco. We waive presentment and demand for payment, protest and notice of a non-payment, and we subordinate any rights that we may now or hereafter have against Applicant to Cosco's rights and claims, and we waive notice of acceptance hereof. We consent that Cosco may, without affecting our liability, compromise or release, and grant extensions of time of payment of Applicant, and we consent to the transfer to Cosco of security by Applicant. We shall pay all attorneys fees and expenses of collection in the event of referral to an agency or attorneys. This guarantee shall not be discharged or affected by death of any of the undersigned and shall bind our respective heirs, administrators, representatives, successors and assigns.

*I hereby personally guarantee the payment of the account:*

Guarantor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

FOR COSCO CREDIT DEPARTMENT

\_\_\_\_ Credit Approval (Y/N)

Credit Limit \_\_\_\_\_  
Account Number \_\_\_\_\_

Trade: \_\_\_\_\_  
Industrial \_\_\_\_\_

Signed (Cosco officer only), \_\_\_\_\_ Date \_\_\_\_\_

## CREDIT APPLICATION GENERAL TERMS AND CONDITIONS

THE GENERAL TERMS AND CONDITIONS contained herein are made expressly a part of the Commercial Credit Application. By executing above, Buyer acknowledges that it has read and accepted the Application and these General Terms and Conditions (collectively, the "Agreement").

**1. Buyer Duties and Restrictions.** Buyer hereby agrees to the following:

1. Buyer shall provide written notice to Cosco of: (i) any adverse financial or other condition of Buyer that may negatively impact Cosco's business relationship with Buyer, or each of their general reputation or good standing; and (ii) any change in Buyer's name, trade name (if any), controlling interest, management, address or contact information.

2. Buyer shall provide any information requested by Cosco pertaining to Buyer's prior or future resale of goods purchased from Cosco including, without limitation, customers, projects, job names, and locations of resale.

3. Buyer represents and warrants to Cosco that all information provided to Cosco in connection with Buyer's Credit Application is true and accurate.

4. Buyer consents to Cosco investigating Buyer's credit history and credit worthiness and agrees to provide any documentation requested by Cosco made in connection with Buyer's Credit Application. Cosco shall have the right to use outside credit reporting services and perform credit checks on Buyer. Buyer agrees that Cosco's acceptance of this Agreement or extension of credit to Buyer is subject to Cosco's approval in its sole discretion.

5. Buyer shall at all times strictly comply with all laws applicable to this Agreement, Buyer's performance hereunder and Buyer's purchase, sale, shipment or use of the goods. Without limiting the foregoing, Buyer shall at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business and the purchase, sale, shipment or use of the goods.

**2. Title and Risk of Loss.** Title to goods ordered under any transaction passes to Buyer upon delivery of such goods to the Buyer at Cosco's premises. Risk of loss to all goods ordered under any purchase order passes to Buyer upon receipt by Buyer.

**3. PMSI.** Purchase Money Security Interest. Buyer hereby grants Seller a security interest in all goods purchased from Seller and the proceeds therefrom to secure Buyer's payment obligations under this Agreement. Buyer acknowledges that the security interest granted herein is a purchase money security interest under Hawaii law. Seller may file a financing statement to perfect such security interest and Buyer shall execute any such statements or other documentation necessary to perfect Seller's security interest in such goods. Buyer agrees to supply Seller with any information necessary to perfect Seller's security interest under Hawaii law.

**4. Term; Renewal Term.** These terms shall commence on the date of Buyer's execution of the Application and shall remain in effect until terminated by Seller.

**5. Termination.** Notwithstanding anything in this Application to the contrary, this Agreement may be terminated by Seller at any time, for any reason or no reason, which termination shall be effective immediately upon delivery of written notice. Termination of this Application shall not release Buyer from any obligations or liabilities incurred as of the date of termination. In the event that Buyer is in default of this Agreement, Cosco may, in lieu of termination, withhold delivery of any goods to Buyer or refunds owed to Buyer, and/or seek any and all legal and equitable remedies that are available to Cosco.

**6. Acceleration.** Cosco may elect, for any reason or no reason at all, upon seven (7) days' written notice to Buyer, to declare all amounts then-owing under this account to become immediately due and payable, and Cosco may exercise all available remedies to collect the amounts owed without further notice to Buyer.

**7. Indemnification.** Buyer agrees to indemnify, defend and hold harmless Cosco and its owners, directors, officers, employees, affiliates, and subsidiaries from and against any and all claims, demands, penalties, suits or actions, and from any and all losses, damages and costs and expenses in connection therewith, including reasonable attorneys' fees through any appellate procedure, arising out of: (i) damages or harm to persons or property; (ii) personal injury and/or death; (iii) any claims against or liability losses of such indemnified party for any cause arising out of or resulting from Buyer's performance or failure to perform Buyer's duties and obligations under this Application; (iv) any misrepresentation or false statement made by Buyer hereunder or in the performance of Buyer's duties or obligations hereunder; and (v) Buyer's breach of any covenant, representation or warranty made herein. This Section shall survive the expiration or termination of this Agreement.

**8. Limitation of Liability.** Under no circumstances shall Cosco be liable in contract or in tort (including negligence) or otherwise for any special, incidental or consequential damages resulting from the sale or use of goods sold hereunder, and Buyer hereby waives and releases Cosco therefrom.

**9. Dispute Resolution.** If a dispute arises out of or relates to this Application and is not settled through informal negotiations, the Parties agree that such dispute shall be resolved through arbitration administered by Dispute Prevention & Resolution, Inc., a Hawaii corporation in accordance with its commercial arbitration rules, procedures & protocols then in effect, except that if the dispute involves a third party and concerns this Agreement, and such party is not bound by this Agreement and does not agree to submit the dispute to binding arbitration, then the parties shall submit the dispute to a court of competent jurisdiction. The prevailing party in such arbitration, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent permitted by law, to reimbursement from the other party for all of the prevailing party's costs (including but not limited to the arbitrator's compensation), expenses, and reasonable attorneys' fees, in addition to any other relief to which such party or parties may be entitled.

### 10. Miscellaneous.

1. **Severability.** If any provision of this Agreement is to be held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

2. **Binding Effect; Assignment.** Except as provided below, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Buyer covenants and agrees that it shall have no right to assign its rights and/or duties under this Application without the prior written consent of Cosco, which consent may be granted or withheld in Cosco's sole discretion. Any such assignment or attempted assignment by Buyer that was executed without Cosco's consent shall be null and void.

3. **Course of Dealing; No Waiver.** No course of dealing between the Parties in exercising any of their respective rights under this Application shall operate as a waiver of any such right. No waiver by Cosco of any provision of this Application shall be effective unless explicitly set forth in writing and signed by Cosco. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege of Cosco arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other for further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4. **Legal Authority to Enter into Application.** Each party signing this Application represents and warrants that they have the legal authority to enter into and bind such Party to this Agreement.

5. **Opportunity to Consult with Counsel.** Each Party has had an opportunity to consult with counsel regarding the meaning and legal effect of this Application and no Party shall be deemed the drafter of this Application.

6. **Applicable Law.** This Application shall be governed by the laws of the State of Hawaii both as to interpretation and performance. The Parties hereby agree that the venue for arbitration or any other legal proceeding in connection with this Application shall be in Honolulu, Hawaii.

7. **Modification of Application.** These General Terms and Conditions, together with the Buyer's Application constitutes the entire Agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements regarding such subject matter. Notwithstanding the foregoing, this Agreement may be modified or amended from time to time by Cosco in its sole and absolute discretion upon notice to Buyer. The failure of Buyer to comply with the modifications or amendments shall be cause for Cosco's termination of this Agreement.

8. **Cumulative Remedies.** All rights and remedies of Cosco in this Application are cumulative and not exclusive, and the exercise by Cosco of any right or remedy of Cosco does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Application between the Parties, or otherwise.

9. **Interpretation.** Whenever the context requires, all words used in the singular number shall be deemed to include the plural and vice versa, and each gender shall include any other gender. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific terms or matter set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

10. **Cooperation.** Buyer shall cooperate with Cosco and use its good faith best efforts, to execute and deliver, or cause to be executed and delivered, such instruments, and to take, or cause to be taken, such other actions, and shall do, or cause to be done, all other things, as may be necessary, proper or advisable, in accordance with applicable law, to fulfill and implement on an expeditious and timely basis the terms of this Agreement or realize Cosco's benefits intended to be afforded hereby.

Applicant Initials: \_\_\_\_\_