



TOLL FREE: (800) 547-2410 · FAX: (503) 659-3565

P.O. BOX 125 · CLACKAMAS, OR 97015 · PHONE (503) 659-6881

For the purpose of establishing or continuing commercial credit with Pacific Fence & Wire Company and VIP Co. (all of whom are hereinafter referred to as "Creditor") and to apply to all existing balances as well as all future transactions with Creditor, the undersigned furnishes the following information and agrees to be bound by the terms and conditions hereof.

CREDIT APPLICATION

Company Information

Name, Address, City, State, Zip, Phone, Fax, Email, Date Established

Oregon Construction Contractors Board Reg. #, Washington Labor and Industries Reg. #, Other/State Reg. #, Federal ID# Resale#

Surety/Bond Company

Name, Bond#, Address, City, State, Zip

Type of Business

Corporation, Sole Proprietor, Partnership, LLC

If Corporation

Officers, Address (Business), City, State, Zip

If Sole Proprietor, Partnership or LLC

Names, Address (Residential), City, State, Zip

Desired Monthly Credit Limit \$

\*\*\*Note: Request for \$5,000 & over to be Accompanied with Financial Statement

Trade References

1) Name, Address, City, State, Zip, Phone, Fax; 2) Name, Address, City, State, Zip, Phone, Fax

Bank Reference

Name, Branch, Phone, Bank Officer, Account#

TERMS:

CASH

1% 10 DAYS, NET ELEVEN DAYS - "ON APPROVED CREDIT"

NOTICE:

A SERVICE CHARGE OF 1 1/2 % PER MONTH IS ADDED TO ACCOUNTS NOT PAID WHEN DUE, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY OR AGENCY FOR COLLECTION, I/WE, PROMISE AND AGREE TO PAY HOLDER'S REASONABLE ATTORNEY'S FEES AND COLLECTION COST, EVEN THOUGH NO SUIT OR ACTION IS FILED HEREIN; IF A SUIT OR AN ACTION IS FILED, THE AMOUNT OF SUCH REASONABLE ATTORNEY'S FEES SHALL BE FIXED BY THE COURT OR COURTS IN WHICH THE SUIT OR ACTION, INCLUDING ANY APPEAL THEREIN, IS TRIED, HEARD OR DECIDED. FURTHER, THE UNDERSIGNED CONSENTS TO CREDITOR OBTAINING A CONSUMER CREDIT REPORT FOR THE PURPOSE OF EVALUATING CREDIT WORTHINESS.

GUARANTEE:

THE UNDERSIGNED HEREBY PERSONALLY GUARANTEE THE OBLIGATIONS OF \_\_\_\_\_ TO CREDITOR

(Your Company Name)

FOR MATERIALS OR SERVICES PROVIDED, CONSENT IS GIVEN TO ANY EXTENSIONS OR MODIFICATIONS NEGOTIATED ON THE OBLIGATIONS TO CREDITOR. THIS GUARANTEE IS UNCONDITIONAL, AND PACIFIC FENCE & WIRE COMPANY MAY PROCEED TO ENFORCE ITS RIGHTS UPON THIS GUARANTEE FIRST AND DIRECTLY AGAINST THE UNDERSIGNED WITHOUT EXHAUSTING ANY OTHER REMEDIES IT MAY HAVE.

THERE ARE NO PAY IF PAID OR PAY WHEN PAID CLAUSES APPLICABLE TO ANY PAYMENTS DUE TO CREDITOR. THE UNDERSIGNED SHALL PAY CREDITOR EVEN IF THE UNDERSIGNED FAILS TO RECEIVE PAYMENT FOR THE UNDERSIGNED'S WORK.

REGARDLESS OF ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS, THIS AGREEMENT AMENDS AND MODIFIES ANY AND ALL OF SAID PRIOR OR CONTEMPORANEOUS AGREEMENTS AND CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND CANNOT BE CHANGED OR TERMINATED ORALLY. THE TERMS OF THIS AGREEMENT TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER OR OTHER SIMILAR DOCUMENT, WHETHER NOW EXISTING OR ARISING AT ANY TIME IN THE FUTURE, AND TO THE EXTENT OF ANY CONFLICT THIS AGREEMENT SHALL CONTROL.

NO WARRANTIES. CREDITOR DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER. No obligation of Creditor concerning or relating to the goods shall be deemed a performance specification of any kind.

NON-CONFORMING GOODS & LIMITATIONS ON CREDITOR'S LIABILITY. The undersigned agrees to examine and inspect all goods prior to receipt of them and to advise Creditor in writing of any claim with respect to shortages or non-conforming goods within five calendar days after of their receipt Failure to so advise shall relieve Creditor from any claim for shortages or non-conforming goods and shall constitute a waiver of all claims with respect to said goods. The undersigned's sole and exclusive remedy against Creditor, its agent, employees, successors, and assigns under any claim whether arising at law or in equity (including but not limited to claims for breach of contract, strict liability or negligence) is replacement of the non-conforming goods or refund or waiver of the payment obligation for the subject goods, at Creditor's sole option. All returns must be pre-approved by Creditor and are subject to charges by Creditor for handling, restocking, transportation and condition of the materials. Under no circumstances shall Creditor be liable for any special, liquidated, or consequential damages at any time or for any reason under any type of claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

APPLICANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS OF SALE AS SET FORTH ON THIS APPLICATION.

SIGNATURE OF CORPORATE OFFICER:

X \_\_\_\_\_ PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

-OR- IF SOLE PROPRIETOR, PARTNERSHIP OR LLC

(As an individual) SOCIAL SECURITY NO: \_\_\_\_\_

X \_\_\_\_\_ DATE \_\_\_\_\_