

## APPLICATION FOR CREDIT

Please check one  $\Box$  Partnership  $\Box$  Corporation  $\Box$  Individual

| Date  | Federal I.D. #           |  | Desired Credit Limit |
|---|--------------------------|--|----------------------|
| Business Name                                   |                          |  |                      |
| Street Address                                  |                          | Billing Address                          |                      |
| City  | State                    | Zip                                      | Telephone No.()      |
|   |                          |  | Fax No.()            |
|   | Please furnish the follo | wing information if Application is for a | corporation.         |
| Incorporated                                    |                          |  | _, Registered Agent  |
|   |                          |  |                      |
|   |                          | ·  |                      |
| Vice President                                  |                          | Treasurer                                |                      |
| (1) Name  |                          | Age                                      | Soc. Sec. No         |
| Home Address                                    |                          | How Long                                 | Phone No.            |
|   |                          | Zip Code                                 | No. of Dependents    |
| Name of Nearest Relative                        |                          | Address                                  | Phone No             |
|   |                          |  |                      |
| Own Real Estate 🗀 Yes 🗀 No Lo                   |                          | Mongaged to                              |                      |
| (2) Name  |                          | Age                                      | Soc. Sec. No         |
| Home Address                                    |                          | How Long                                 | Phone No.            |
|   |                          | Zip Code                                 | No. of Dependents    |
| Name of Nearest Relative<br>Not Living With You |                          | Address                                  | Phone No             |
| Own Real Estate 🗌 Yes 🗌 No Lo                   | cation                   | Mortgaged to                             |                      |
|   |                          |  |                      |
| Your Bank:                                      |                          |  |                      |
|   |                          |  |                      |
| Branch  |                          | Branch                                   |                      |
| City  | State                    | City                                     | State                |
| Bank Representative                             |                          | Bank Representative                      |                      |
|   |                          | Account Number                           |                      |
| Trade References (Do not give Oil C             | . ,                      |  | _                    |
| 1. Name   | Phone                    |  | Phone                |
| Address   |                          | Address                                  |                      |
| City  | State                    | City                                     | State                |
| 2. Name   | Phone                    | 4. Name                                  | Phone                |
| Address   |                          | Address                                  |                      |
| City  | State                    | City                                     | State                |
|   |                          |  |                      |

## Cascade Wholesale Hardware, Inc. (Seller) Credit Sales Policy

- All invoices are due for payment by the 10<sup>th</sup> of the month following the month in which the purchase was made. If payment is not received by the 11<sup>th</sup> of the month following the month in which the purchase as made, the account will be considered past due, a delinquency charge will be assessed and collection efforts may be initiated.
- 2. Our billing period closes on the 25<sup>th</sup> of each month. Payments received after that date will be recorded in the records for the following month. All payments will be applied first to collection costs, then to interest and finally to the principal balance owing.
- 3. Past due balances are assessed a delinquency charge equal to the lesser of 1-1/2% per month (18% per annum) or the maximum allowed under applicable law, from the date the account is considered past due until paid in full.
- 4. Customers with past due accounts may be placed on a cash in advance status.

CUSTOMER

- 5. In the event any account is referred to any attorney for collection, the undersigned agrees to pay reasonable attorneys' fees and costs (including but not limited to filing fees, collection costs, and travel and lodging expenses), whether or not suit is filed, at trial or on appeal. The undersigned agrees that any action to collect payment or enforce Seller's credit sales policy may, at Seller's discretion, be brought in any state or federal court where the Buyer conducts its business or in the Washington County Circuit Court of the State of Oregon, or subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon. Buyer consents to the jurisdiction of such courts (and appropriate appellate courts) and waives any objection to venue or personal or subject matter jurisdiction.
- 6. Acceptance by the customer or its representative of Seller's invoice establishes customer's acceptance of the terms and conditions set forth herein, without exception, and customer's agreement to comply with said terms.
- 7. It is expressly agreed that at the sole discretion of Seller, if this account is delinquent and is referred to a third party for collection, all additional costs will be born by the customer.

| obo roment. |                    |                 |
|-------------|--------------------|-----------------|
|             | _ (name of entity) | e-mail address: |
| Ву:         |                    |                 |
| Print Name: |                    |                 |
| Title:      |                    |                 |
| Date:       |                    |                 |
|             |                    |                 |

## Guaranty

Notice of acceptance of this Guaranty and all other notices to which the undersigned may be entitled by law are hereby waived. Presentment, protest and demand, and notice of protest and demand of any and all instruments or agreements are hereby waived. Any rights under any state or federal statute are hereby waived. You may, without the consent of the undersigned and without giving notice thereof to the undersigned, modify, extend, renew or otherwise adjust any claim against the Buyer without affecting the obligations of the undersigned. The undersigned will pay and perform the obligations hereunder, upon demand, without requiring any proceedings to be taken against the Buyer. If any claim against the undersigned is referred to an attorney for collection, the undersigned agrees to pay reasonable attorneys' fees and costs (including but not limited to filing fees, collection costs, and travel and lodging expenses), whether or not suit is filed, at trial or on appeal. The undersigned agrees that any action to enforce this Guaranty may, at Seller's discretion, be brought in a state or federal court where the undersigned resides, where the Buyer conducts its business or in the Washington County Circuit Court of the State of Oregon, or subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon. The undersigned consents to the jurisdiction of such courts (and appropriate appellate courts) and waives any objection to venue or personal or subject matter jurisdiction.

This Guaranty shall be binding up on the heirs, personal representatives, successors and assigns of each of the undersigned, and the benefit thereof shall extend to and include Buyer's successors and assigns, and shall also inure to the benefits of any parent, subsidiary or affiliate of Buyer. The death of the undersigned shall not release such individual person's estate from any liability under this Guaranty, and shall not releve any of the other guarantors signing below from liability and continuing obligations under this Guaranty.

This Guaranty will remain in full force and effect even after the sale or merger of Buyer or its assets unless the undersigned revokes the Guaranty by written notice (via e-mail or certified mail) to Seller. The revocation will be effective only for obligations incurred on or after the date of revocation.

THIS UNDERSIGNED CONFIRMS THAT THIS GUARANTY IS BEING SIGNED BY AN INDIVIDUAL AND IS A PERSONAL LIABILITY OF THE SIGNING PARTY. THE UNDERSIGNED MUST SUBMIT A COPY OF THE UNDERSIGNED'S DRIVER'S LICENSE OR OTHER GOVERNMENT ISSUED IDENTIFICATION FOR SIGNATURE CONFIRMATION

| Print Name: | Print Name: |
|-------------|-------------|
| Date:       | Date:       |
|             |             |