

# Plain Hardware Home and Garden

18636 Beaver Valley Road ~ Plain, WA. 98826  
509-763-3836 Fax 509-763-2204

## BUSINESS CREDIT APPLICATION - 3/20/2007

### INSTRUCTIONS TO APPLICANT - WE ONLY OPEN ACCOUNTS FOR BUSINESSES

Please return completed application to Plain Hardware. Credit will not be granted until application approved by Plain Hardware.

Please deliver all requested information with this application. Failure to deliver the information requested or to complete this form may result in credit being denied. Please be accurate. Plain Hardware shall rely on the information you provide in deciding whether to extend credit.

Indicate credit line desired: \$ \_\_\_\_\_

### INDIVIDUAL INFORMATION

**Name:** \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_  
(Applicant)

**Name:** \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_  
(Co -Applicant)

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**How Long at Above Location:** \_\_\_\_\_ **Do you:** \_\_\_\_\_ Own \_\_\_\_\_ Rent

**Mortgagor or Landlord's Name, Address, Phone and Fax Numbers:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### BUSINESS INFORMATION

**Business Name:** \_\_\_\_\_

**Fed. Tax ID #:** \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

**Type of Business:** \_\_\_\_\_ Partnership \_\_\_\_\_ Individual Proprietorship \_\_\_\_\_ Corporation  
**Years in Business:** \_\_\_\_\_ **If Corporation:** Incorporated in \_\_\_\_\_ (State) \_\_\_\_\_ (Date)

**Principal:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Soc. Sec. #:** \_\_\_\_\_

Home Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Principal:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Soc. Sec. #:** \_\_\_\_\_

Home Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**Principal:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Soc. Sec. #:** \_\_\_\_\_

Home Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**CONTRACTORS (complete only if Contractor)**

**Job Types:** \_\_\_\_\_ Commercial \_\_\_\_\_ Residential \_\_\_\_\_ Apartments

**Is Job Bonded?** \_\_\_\_\_ Yes \_\_\_\_\_ No **Bonding Agency:** \_\_\_\_\_

**Agency Address:** \_\_\_\_\_

**Contractors License #** \_\_\_\_\_ **Name on Contractors License**  
\_\_\_\_\_

How many homes customer builds per year ? \_\_\_\_\_

Price range of homes customer builds ? \_\_\_\_\_

**REFERENCES**

**Bank Credit References ( If more, attach list. )**

**Bank Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_

**Checking Acct. No:** \_\_\_\_\_ **Savings Account No:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_

**Credit References ( Companies with whom you have Established Credit )**

**Name:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ High Credit: \_\_\_\_\_  
\$ \_\_\_\_\_

**Name:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ High Credit: \_\_\_\_\_  
\$ \_\_\_\_\_

**Name:** \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ High Credit: \_\_\_\_\_  
\$ \_\_\_\_\_

**APPLICANT'S CERTIFICATE**

The undersigned warrants and certifies that this application and agreement is made on behalf of Applicant, for the purpose of securing open account terms of credit from Plain Hardware on the basis of this account application, agreement and the financial data which is submitted. The undersigned further warrants and certifies that the contents hereof and the financial data that is submitted herewith accurately represent the financial condition, without change, of Applicant to this date.

Applicant further certifies and represents that the placing of each and every order with Plain Hardware constitutes a representation by Applicant that Applicant is solvent. For purpose of this document, solvent means that Applicant is paying its obligations as they come due and that the fair market value of Applicant's assets exceeds the disputed and undisputed liabilities of Applicant.

Furthermore, the undersigned warrants that all information submitted on this application is true, accurate, complete, and that any other pertinent information that might affect Plain Hardware's granting of credit has been submitted in writing as part of this application.

***I HEREBY authorize any of the above listed banking or credit references to release to Plain Hardware such credit information as it may request. Further, my signature below gives authorization to pull a credit report for the purposes of granting credit only. In making this application the undersigned agrees to be bound by the standard Terms and Conditions furnished and posted by Plain Hardware.***

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# Plain Hardware Home and Garden

18636 Beaver Valley Road ~ Plain, WA 98826

509-763-3836 Fax 509-763-2204

## TERMS & CONDITIONS

Effective as of 03/07/2000

The terms and conditions of any account cash or credit, and any sales made by Plain Hardware to Applicant, established pursuant to this application and agreement shall be subject to the following terms and conditions, as modified from time to time, furnished or posted by Plain Hardware. This application and agreement shall be binding on all successors and assigns of Applicant.

A) **Price** Prices are as quoted from time to time by Plain Hardware, and is subject to changes for future orders without notice.

B) **Payment (1) Method.** Payments may be made by check or cash. Payments are considered made when received by Plain Hardware at the address given above or at such other address as it may from time to time designate. **(2)** Unless otherwise agreed to in writing or stated on the face of the invoice, payment shall be due Net 10<sup>th</sup>. Plain Hardware may demand COD payment at any time. **(3)** Bank cards are not accepted for payment of this account. Check or cash only with no exceptions.

C) **Late Payments** If any payment is not made when due under these terms and conditions, or by the earlier time stated on any invoice, Applicant agrees that a charge of the greater of \$2.00 or two percent (2%) per month (24% per annum ) of the unpaid amount, or the maximum amount allowed by law ( whichever is less ), shall accrue from the date payment is due until paid. Applicant further agrees that at Plain Hardware's sole option all future purchases may be strictly for cash on delivery or some other terms as Plain Hardware may fix from time to time.

D) **Cancellation** Plain Hardware may cancel extension of credit or sale and deliveries or both at any time without notice.

E) **Credit Inquiries** Applicant authorizes Plain Hardware to make such inquiries as Plain Hardware may deem appropriate of banks, lenders and credit and trade references, whether or not listed herein, as to Applicant's credit worthiness.

F) **Change in Status** Applicant shall immediately notify Plain Hardware of any changes in ownership or management of Applicant or its business. Upon any such change, Plain Hardware may require that all amounts outstanding hereunder be paid in full, and Plain Hardware may, in addition, refuse to make any further sales and deliveries hereunder, and reclaim all goods in accordance with the Uniform Commercial Code.

G) **Warranties and Limitation of Warranties** Seller warrants that the merchandise it sells will be the kind and quality described in the purchase order and will be free of defects in workmanship or materials. EXCEPT AS SET FORTH ABOVE, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER. Seller shall not under any circumstances be liable for special, incidental or consequential damages such as, but not limited to, bodily injury or property damage, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Applicant or Buyer. Buyer agrees to be responsible for checking the moisture content of any lumber product and determining its readiness for installation prior to using the material.

H) **Jurisdiction and Venue** The agreement shall be construed according to the laws of the State of Washington applicable to transactions to be wholly performed within that State. In the event of any litigation, Applicant hereby expressly submits and consents to the jurisdiction of all Federal and state Courts located in the State of Washington and consents that any process, notice, motion or any other application to those courts or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided a reasonable time for appearance is allowed. Applicant also waives any claim that any court in Chelan County or Douglas County, Washington is an inconvenient forum and consent to venue in said counties.

I} **RETURN POLICY** All returned or exchanged goods must be accompanied by a receipt or invoice. For regularly stocked material that is re-sellable when returned to us, we will promptly credit you at the original price if returned within 15 days of original purchase date. Adjustments may be made based on products condition, current market conditions, or revenue lost due to the return. Returns after 15 days are subject to a reduced credit due to current market conditions, or due to product condition. **SPECIAL ORDERS ( i.e. non-stocked items that we do not regularly carry, are cut or formed to customers' specifications, or ordered specifically for a customer even if regularly stocked)** are in general, not returnable. We may consider Special Order returns only with written management approval, and if approval is given, will be subject to restocking charge.

J} **SHIPMENT DELAYS; INSPECTION; NOTICE** Any delay in shipment requested by Applicant, whether or not granted by Plain Hardware, shall not affect Applicant's payment obligation, and Applicant shall pay for all goods as if shipped on the date scheduled for shipment by Plain Hardware. Plain Hardware shall not be liable to Applicant or anyone else for any delay in shipment or transit, whether or not caused by circumstances beyond Plain Hardware's control. Applicant agrees that **(1)** 2 days from the date of delivery of goods shall be a reasonable opportunity for Applicant to inspect the goods delivered; and **(2)** 4 days from the date of delivery shall be a reasonable time for Applicant to give notice to Plain Hardware of any breach, damage or unacceptable condition concerning the goods delivered.

K} **ATTORNEY FEES AND COST** Applicant shall pay all costs and fees, including attorney fees incurred by Plain Hardware in interpreting and/or enforcing this agreement, whether or not trial is commenced, including, but not limited to, Plain Hardware's attorney fees and expert witness fees at trial, on appeal or otherwise, including fees incurred in or the result of any bankruptcy case, including nondischargeability proceedings and the litigation of all issues peculiar to federal bankruptcy law. If a suit, action, adversary proceeding or contested matter should be instituted, including hearings to confirm a plan under any chapter of the Bankruptcy Code, to interpret, construe, avoid, modify, classify, or treat Plain Hardware's claim or to enforce the terms of this application and agreement, or to otherwise collect the amounts due Plain Hardware hereunder, Applicants shall pay such amounts as the court shall adjudge reasonable as Plain Hardware's attorney fees, costs and expert witness fees at trial, on appeal, and for post-judgment collection efforts and for pre-judgment provisional process, or other pre-judgment enforcement proceedings.

L} **APPROVED SIGNATURES** Owners and employees of Plain Hardware are approved to sign invoices on behalf of applicant as deemed necessary by Plain Hardware. Other individuals are approved to sign for applicant, unless limited approved individuals are listed below. Any changes to this list shall be made in writing.

Names of persons authorized to charge on this account:

\_\_\_\_\_

M} **MODIFICATION OF AGREEMENT** Plain Hardware may, at its sole option, modify this agreement. The effective date of the modification shall be the date the revised Terms & Conditions is posted at Plain Hardware.

**The undersigned agrees to these Terms and Conditions and warrants that there are no verbal agreements between Plain Hardware and the undersigned.**

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMPLETE ONLY IF PRODUCT WILL BE FOR RESALE**

**RESALE CERTIFICATE  
Washington State Department of Revenue**

Name of Seller: \_\_\_\_\_  
Name of Buyer: \_\_\_\_\_  
Address of Business: \_\_\_\_\_  
Buyers UBI #: \_\_\_\_\_  
Buyer in the Business of: \_\_\_\_\_

The buyer certifies that it is purchasing the items for the resale in the regular course of business without intervening in the regular course of business.

The buyer acknowledges that it is solely responsible for purchasing within the categories listed. The buyer acknowledges that misuse of the resale privilege claimed by use of this certificate subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_ through \_\_\_\_\_  
( not to exceed 4 years )