

## MOSCOW & PULLMAN BUILDING SUPPLY

### COMMERCIAL CREDIT APPLICATION

760 N. MAIN MOSCOW, ID 83843      p: (208) 882-4716      f: (208) 882-4775  
 305 N. GRAND PULLMAN, WA 99163      p: (509) 332-2627      f: (509) 334-1709

#### COMMERCIAL CREDIT APPLICATION AND PURCHASE AGREEMENT

For the purpose of establishing credit with Moscow-Pullman Building Supply, including but not limited to, when it does business under the assumed business name \_\_\_\_\_ the undersigned Applicant, and if more than one, each of them jointly and severally, furnishes the following information and agrees to be bound by the terms and conditions, hereof:

NAME OF BUSINESS			
NAME OF PRIMARY BUSINESS CONTACT		EMAIL ADDRESS	
NAME OF ACCOUNTS PAYABLE CONTACT		EMAIL ADDRESS	
CURRENT ADDRESS		CITY	STATE ZIP
PHONE		FAX	
APPLICANT IS A: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> OTHER, EXPLAIN:			
STATE CONTRACTORS LICENSE NO.		STATE TAX NO (UBI #)	
		<input type="checkbox"/> SPECIALTY <input type="checkbox"/> GENERAL	
BONDING AGENT		BOND NO.	PHONE
BANK	BRANCH/ADDRESS	ACCOUNT NO.	PHONE
<b>LIST ALL PRINCIPALS (INCLUDING STOCKHOLDERS), OFFICERS, PARTNERS, AND OWNERS</b>			
NAME		SOCIAL SECURITY NO.	
TITLE			
CURRENT ADDRESS		CITY	STATE ZIP
NAME		SOCIAL SECURITY NO.	
TITLE			
CURRENT ADDRESS		CITY	STATE ZIP
NAME		SOCIAL SECURITY NO.	
TITLE			
CURRENT ADDRESS		CITY	STATE ZIP
NAME		SOCIAL SECURITY NO.	
TITLE			
CURRENT ADDRESS		CITY	STATE ZIP
<b>LIST TRADE REFERENCES (3)</b>			
NAME		PHONE	EMAIL
CURRENT ADDRESS		CITY	STATE ZIP
NAME		PHONE	EMAIL
CURRENT ADDRESS		CITY	STATE ZIP
NAME		PHONE	EMAIL
CURRENT ADDRESS		CITY	STATE ZIP
<b>OTHER AUTHORIZED USERS/SIGNERS ON ACCOUNT</b>			
NAME		NAME	
PHONE NUMBER		PHONE NUMBER	

I/WE PREFER TO RECEIVE OUR STATEMENTS VIA:    USPS MAIL (DEFAULT)    EMAIL (PLEASE INCLUDE EMAIL ADDRESS ABOVE)

MOSCOW-PULLMAN BUILDING SUPPLY MAY CONTACT ANY BANKS AND TRADE REFERENCES AND MAKE ALL OTHER CREDIT INQUIRIES IT DEEMS NECESSARY, AND APPLICANT AUTHORIZES THE RELEASE OF INFORMATION TO MOSCOW-PULLMAN BUILDING SUPPLY. THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT. THE PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS ANY TERMS AND CONDITIONS STATED ON THE INVOICES:

1. All sales will be C.O.D. until credit application is approved.
2. The undersigned applicant hereby agrees that all purchases are payable in full by the 10th of the month following the date of purchase. The entire balance is due each month. If applicant fails to pay any invoices when due, applicant agrees to pay a late charge of 1½% of the outstanding balance (18% per year computed monthly), or the maximum rate allowed by law, on any past due balance. Amounts are paid when they are physically received by Moscow-Pullman Building Supply and not when they are deposited in the mail. If any amount owing to Moscow-Pullman Building Supply is not paid when due, Moscow-Pullman Building Supply may at its option place the account on a cash basis and terminated any unfilled orders or discontinue any deliveries until all past-due payments are made and adequate assurance of Applicant's continuing financial ability is received.
3. In case of default in relation to this agreement, Applicant agrees to pay all of Moscow-Pullman Building Supply's attorney fees and costs, including those on appeal, even if no action is filed. Jurisdiction for any action may at the option of Moscow-Pullman Building Supply be the courts of the States of Washington or Idaho, and the Applicant consents to such jurisdiction. If this account is placed in the hands of a collection agency, Applicant agrees to pay Moscow-Pullman Building Supply a collection fee, not exceeding 50% of the amount unpaid thereon, in addition to a reasonable attorney fee.
4. The undersigned Applicant is obligated to pay for all goods purchased regardless of whether Applicant receives any payments due to Applicant or subsequent sale of the goods. Invoices are not payable in installments, but are payable in full as stated in paragraph (2) above. In addition, Applicant is obligated to pay all invoices, regardless of the credit limit.
5. Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless Applicant notifies Moscow-Pullman Building Supply in writing within six (6) days of receipt of the invoices or statements. Applicant further agrees to notify Moscow-Pullman Building Supply in writing within twenty-four (24) hours of receipt of goods of any defects, overstock, damages, non-conforming goods, or any other reason that would cause Applicant to reject goods shipped by Moscow-Pullman Building Supply. Applicant's sole and exclusive remedy is replacement of the nonconforming goods or refund of Applicant's payment at Moscow-Pullman Building Supply's sole option.
6. Moscow-Pullman Building Supply may apply payments in its sole discretion unless Applicant instructs Moscow-Pullman Building Supply in writing as to how funds are to be applied.
7. If Applicant is a sole proprietorship or partnership, Applicant agrees that in the event of Incorporation, all terms of this agreement will apply to the corporation, including the personal guaranty of any individual signing this agreement unless Applicant notifies Moscow-Pullman Building Supply in writing.
8. Any change in Applicant's business structure shall not affect Applicant's obligations under this agreement unless Moscow-Pullman Building Supply agrees otherwise in writing. Applicant cannot transfer or assign the account relationship created hereby without Moscow-Pullman Building Supply's prior written consent.
9. Pursuant to paragraph (3), the terms, conditions, and covenants contained herein shall be governed by and construed in accordance with the laws of the States of Washington and Idaho, as they apply to transactions between merchants, and venue in any action herein be laid in or transferred to any county in Washington or Idaho, at the sole discretion of Moscow-Pullman Building Supply and Applicant consents to such jurisdiction. If any provision or provisions hereof are declared to be void such provision or provisions shall be deemed and hereby are severed from this agreement which shall otherwise remain in full force and effect. Applicant further agrees to bind itself to the terms and conditions printed on the lower left-hand corner of Moscow-Pullman Building Supply's invoices. Applicant agrees that any dispute between applicant and Moscow-Pullman Building Supply shall, at the option of Moscow-Pullman Building Supply, be submitted for resolution through binding arbitration.

10. Applicant agrees that no consequential, incidental, liquidated, or other damages of any kind shall be recoverable from Moscow-Pullman Building Supply for delivery, non-delivery, sale, or use of goods regardless whether arising out of contract, warranty, negligence, strict liability, or tort; and Applicant's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released, and discharged.
11. This Credit Application may not be modified without Moscow-Pullman Building Supply's written approval, signed by one of its Officers.
12. This Credit Application binds Applicant and any successor business, which is any business controlled or managed by any one of the current Applicant's principals.

By signing here, you agree to the foregoing terms and conditions on behalf of Applicant, which may be you.

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Applicant Signature	Print Name	Date
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Applicant Signature	Print Name	Date
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By signing here, you agree to permit seller to request a personal credit report.

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Applicant Signature	Print Name	Date
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Applicant Signature	Print Name	Date
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**CONTINUED PERSONAL GUARANTY**

To induce Moscow-Pullman Building Supply to extend credit to the above-named Applicant and in consideration thereof, and if more than one, each of us jointly and severally, unconditionally personally guarantee the obligations of Applicant to Moscow-Pullman Building Supply included by not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured, on an open account or job account, regardless of the credit limit, and regardless of how the indebtedness is represented or incurred. I/We consent to any extension or alteration of any obligation and guarantee such without prior notice, demand or pursuit of remedies against the party primarily liable. This shall be an open, unlimited and continuing guaranty in effect until I have notified the creditor in writing of its cancellation, even in the event that Applicant shall incorporate, but such cancellation shall not alter any obligation arising hereunder prior to receipt of such written notice. I/We further agree to pay all costs, expenses, and attorney fees incurred in the enforcement of this continuing guaranty, by Moscow-Pullman Building Supply or in the enforcement of any obligation as a result of the extension of credit to the Applicant including but not limited to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind my/our heirs and personal representatives. This continuing guaranty shall be governed by the laws of the States of Washington and Idaho, and venue shall be at the sole discretion of Moscow-Pullman Building Supply.

By signing here, you are agreeing to be a personal guarantor.

I personally guarantee payment of this account as set forth above on behalf of myself and my marital community.

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Applicant Signature	Print Name	Date
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I personally guarantee payment of this account as set forth above on behalf of myself and my marital community.

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Applicant Signature	Print Name	Date
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