



CREDIT APPLICATION AND PURCHASE AGREEMENT

NAME OF BUSINESS: _____

MAILING ADDRESS: _____

CITY / STATE / ZIP: _____

CORP: _____ ID #: _____ PARTNERSHIP: _____ INDIVIDUAL: _____

OWNER / PRESIDENT: _____

ACCOUNTING MANAGER: _____

BANK: _____ ACCT #: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

CREDIT REFERENCES:

NAME: _____ PHONE: _____

ADDRESS: _____ FAX: _____

NAME: _____ PHONE: _____

ADDRESS: _____ FAX: _____

NAME: _____ PHONE: _____

ADDRESS: _____ FAX: _____

NAME: _____ PHONE: _____

ADDRESS: _____ FAX: _____

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. Credit terms will be determined and stated on the invoice, with interest to accrue at 18% per annum on any past due balance or the maximum rate allowed by law. Invoices are not payable in installments, but are payable in full.
- 3. The undersigned purchaser agrees to pay in the event his account becomes delinquent and is turned over to any attorney for collection, reasonable attorney's fees plus all court and attendant collection costs. Venue will be in King County, Washington. This credit application shall be governed by the law of the State of Washington.
- 4. The undersigned purchaser agrees that invoices and monthly statements are conclusive and accurate in all respects unless undersigned purchaser notifies Buyken Metal Products, Inc. in writing within ten (10) days of receipt of the invoices or statement. Purchaser further agrees to notify Buyken Metal Products, Inc. in writing of any defects, overstock, damages, non-conforming goods, or any other reason that would cause purchaser to reject goods shipped by Buyken Metal Products, Inc. within seven (7) business days of receipt of goods.
- 5. Seller may apply payments in its sole discretion unless purchaser clearly indicates how funds are to be applied.
- 6. Buyer represents that he / she has read and agrees to the attached "Terms and Conditions of Sale," in particular paragraphs 4 and 15 relating to the Merchantability of the product, design and performs.

7. Buyer agrees to all manufacturing agreements that Buyken Metal Products, Inc. has entered into with specific purchases for Buyer's product. All communication is through Buyken Metal Products, Inc. only. Copies of manufacturing agreements are available upon request.

Signature of Owner/Partner/Officer

Date

Authorized signature of other than above

Date

**BUYKEN METAL PRODUCTS, INC.
TERMS AND CONDITIONS OF SALE**

ALL QUOTATIONS ARE SUBMITTED SUBJECT TO THESE CONDITIONS:

1. All quotations are subject to written acceptance within thirty (30) days from the date of issuance of the quotation.
2. Deliveries are estimated from the date of receipt of order or material which the Customer is to furnish, whichever is later.
3. All changes in design and / or specifications are to be submitted for quotation adjustments.
4. There are no terms, conditions or agreements outside of this written proposal and all prior conversations, agreements or representations with reference to its subject matter are superseded.
5. Any tax imposed by any present or future law on the sale of articles and / or service covered hereby shall be added to the amount to be paid.

ALL ORDERS FOR TOOLING AND / OR STAMPED PARTS ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Orders are not subject to cancellation, modification nor deferment of shipment unless this Company is indemnified against losses resulting therefrom. Any cancellation, modification or deferment of shipment must be submitted in writing to this Company. Such written notice must contain a request for applicable charges to be levied by this Company.
2. This Company shall not be responsible for damages to the Customer unless written rejection is received within 15 days of shipment by this Company.
3. Sample parts will be considered acceptable to the Customer unless written rejection is received within 15 days of shipment by this Company.
4. This Company assumes no liability for the merchantability or fitness for any particular purpose of parts produced in accordance with customer specifications or customer accepted sample parts.
5. The Customer will indemnify this Company for expenses incurred to defend this Company against every suit which shall be brought against this Company by reasons of the manufacture or sale of parts produced to the Customer's specifications or Customer approved sample parts.
6. This Company's liability for defective work or material shall be confined solely to replacement or repair of the defective goods. The Customer must give this Company prompt written notice of any unacceptable parts produced by this Company.
7. This Company reserves the right to correct errors or imperfections in products produced by this Company. No charges for inspection, repair or replacement will be accepted without written authorization from this Company.
8. This Company shall have the right to dispose of without liability therefore, material or designs used in the manufacture of such tooling or parts ordered by the Customer unless specified otherwise in this Company's written quotations for said tooling or parts.
9. Tooling charges required for Customer design and / or material changes will be charged to the Customer at this Company's hourly shop rate.
10. This Company reserves the right to adjust quote prices and / or terms to reflect changes in manufacturing costs or conditions.
11. This Company reserves the right to ship 10% under or over the Customer's specified order quantities unless other limits are specified by the Customer when requesting quotations or when placing an order for parts.

12. Material supplied by the Customer must be in the possession of this Company no later than one (1) week prior to the start up of the stamping run. Such material must be supplied in the quantities specified by this Company upon acceptance of the Customer's purchase order.
13. This Company assumes no liability for the design or performance of material supplied by the Customer.
14. Any unpaid balance for invoiced tooling, parts or special purchases will constitute a lien on such customer tooling and / or parts and / or materials.
15. The Customer agrees to pay all expenses incurred by this Company in the collection from the Customer of any delinquent account.
16. This Company will levy a 1.5% per month late charge on the unpaid principal balance of any account delinquent beyond the terms quoted. The charge will be calculated and invoiced on a statement at the end of each month.
17. This Company will levy a monthly storage and maintenance charge equal to 3% of the original tool cost to tooling when a period of two (2) years lapses from the last Customer order for parts requiring the use of said tooling. Said tooling will become the property of this Company in the event the Customer fails to remit the storage and maintenance charge in accordance with the terms invoiced.
18. It is the responsibility of the Customer to insure Customer-owned tooling and / or materials held in the possession of this Company against loss or damage from fire, flood, earthquake and other such causes.
19. Written acceptance of first article parts from new tooling, first run of existing tooling or design changes will be required from the Customer before production will be run by this Company.
20. Tooling and / or parts are F.O.B. this Company's plant unless otherwise specified.
21. Should this Company elect to waive any of the stated terms, such waiver shall not be deemed to apply beyond the specific transaction.
22. Clerical errors are subject to correction.