

CREDIT APPLICATION AND PURCHASE AGREEMENT

FOR THE PURPOSE OF ESTABLISHING CREDIT WITH ALL-WALL EQUIPMENT CO., INC. INCLUDING BUT NOT LIMITED TO WHEN IT DOES BUSINESS UNDER THE ASSUMED BUSINESS NAME (SIGN) _____

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/INDIVIDUAL (PRINT) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

APPLICANT IS A: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____ OTHER ____ LENGTH OF TIME IN BUS. _____

NUMBER OF PHYSICAL LOCATIONS _____ IS THIS A JOINT APPLICATION FOR ALL LOCATIONS? **Y** / **N** (please circle)

LIST ALL PRINCIPALS (INCLUDING STOCKHOLDERS), OFFICERS, PARTNERS, OWNERS AND APPLICANTS.

NAME	TITLE	SOCIAL SECURITY NO.	TELEPHONE

STATE CONTRACTORS LICENSE NO. _____ SPECIALTY _____ GENERAL _____

STATE TAX NO. _____ BONDING AGENT _____

PHONE _____ BOND NUMBER _____

BANK NAME _____ ACCOUNT # _____ PHONE _____

LIST TRADE/SUPPLIER REFERENCES Incomplete Information will delay processing. Fax numbers are REQUIRED for submission.

1. NAME _____ ACCOUNT # _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE (_____) _____ - _____ EXT. _____ FAX (_____) _____

2. NAME _____ ACCOUNT # _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE (_____) _____ - _____ EXT. _____ FAX (_____) _____

3. NAME _____ ACCOUNT # _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

PHONE (_____) _____ - _____ EXT. _____ FAX (_____) _____

ALL-WALL EQUIPMENT CO., INC. MAY CONTACT ANY BANKS AND TRADE REFERENCES AND MAKE ALL OTHER CREDIT INQUIRES IT DEEMS NECESSARY AND APPLICANT AUTHORIZES THE RELEASE OF INFORMATION TO ALL-WALL EQUIPMENT CO., INC. THE INFORMATION IN THE APPLICATION IS TRUE AND CORRECT. PARTIES HEREBY AGREE THAT ALL PURCHASES AND/OR RENTALS MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS STATED ON THE INVOICES.

(Continues on next page)

1. All sales will be cash, cashier's check, credit card or PayPal until credit application is approved.
2. The undersigned Applicant hereby agrees that all purchases are payable 30 days from the date of invoice. If Applicant fails to pay any invoices when due, Applicant agrees to pay a late charge of 1 1/2% per month or the maximum rate allowed by law, on any past due balance. Amounts are paid when they are physically received by All-Wall Equipment Co., Inc. and not when they are deposited in the mail. If any amount owing to All-Wall Equipment Co., Inc. is not paid when due, All-Wall Equipment Co., Inc. may as its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past-due payments are made and adequate assurance of Applicant's financial ability is received.
3. In case of default in relation to this agreement, Applicant agrees to pay reasonable attorney fees and costs, including those on appeal, even if no action is filed. Jurisdiction for any action may at the option of All-Wall Equipment Co., Inc. be the courts of the State of Washington and Applicant consents to such jurisdiction.
4. The undersigned Applicant is obligated to pay for all goods purchased regardless of whether Applicant receives any payments due to him for subsequent sale of goods. Invoices are not payable in installments, but are payable in full as stated in paragraph (2) above.
5. The undersigned Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless undersigned Applicant notifies All-Wall Equipment Co., Inc. in writing within ten (10) days of receipt of the invoices or statement. Applicant further agrees to notify All-Wall Equipment Co., Inc. in writing of any defects, overstock, damages, nonconforming goods, or any other reason that would cause the Applicant to reject goods shipped by All-Wall Equipment Co., Inc. within 7 business days of receipt of goods. Applicant's sole and exclusive remedy is replacement of the nonconforming goods or refund of Applicant's payment at All-Wall Equipment Co., Inc. sole option.
6. All-Wall Equipment Co., Inc. may apply payments in its sole discretion unless Applicant clearly indicates 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 Applicant's personal guarantee, unless Applicant expressly notifies holder otherwise.
8. Any change in the Applicant's business structure shall not affect Applicant's obligations under this agreement unless All-Wall Equipment Co., Inc. agrees otherwise in writing. Applicant cannot transfer or assign the account relationship without All-Wall Equipment Co., Inc.'s prior written consent.
9. Pursuant to paragraph three (3), the terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of Washington, at the sole discretion of All-Wall Equipment Co., Inc. and Applicant consents to such jurisdiction. If any provision or provisions hereof are declared to be void, such provisions shall be deemed and hereby severed from this document which shall otherwise remain in full force and effect. Applicant further agrees and binds itself to the terms and conditions printed on All-Wall Equipment Co., Inc.'s invoices.
10. Applicant agrees that no consequential, incidental, liquidated, or other damages of any kind shall be recoverable from All-Wall Equipment Co., Inc. for delivery, non delivery, sale or use of goods regardless of 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.

BY SIGNING HERE YOU AGREE TO THE TERMS ON BEHALF OF THE APPLICANT, WHICH MAY BE YOU.

SIGNATURE _____ DATE _____

(PRINT NAME) _____

SIGNATURE _____ DATE _____

(PRINT NAME) _____

CONTINUING PERSONAL GUARANTEE

To induce All-Wall Equipment Co., Inc. to extend credit to the above named Applicant and in consideration thereof, the undersigned, and if more than one, each of them jointly and severally, unconditionally personally guarantee the obligations of Applicant to All-Wall Equipment Co., Inc. including but not limited to prompt payment of all present and future indebtedness, whether secured, unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension of alteration of any obligation and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable. This shall be open, unlimited and continuing guarantee in effect until the undersigned has notified the creditor in writing of its cancellation, even in the event that the applicant shall incorporated but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to the receipt of such written notice. The undersigned further agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligation as shall bind the heirs and personal representatives of the undersigned. This continuing guarantee shall be governed by the laws of the State of Washington and venue shall be in King County and the undersigned consents to such jurisdiction.

BY SIGNING HERE YOU AGREE TO BE A PERSONAL GUARANTOR.

SIGNATURE _____ DATE _____

(PRINT NAME) _____

SIGNATURE _____ DATE _____

(PRINT NAME) _____

CREDIT APPROVAL _____ DATE _____ CREDIT LIMIT _____

LIST ALL CONTACTS AUTHORIZED TO MAKE PURCHASES (i.e. Purchasing Agent(s), Authorized Personnel, etc.)

**Passwords must be at least 6 characters and unique to each user. No duplicate passwords will be accepted.

ACCOUNTS PAYABLE CONTACT

FULL NAME _____ TITLE _____

EMAIL _____ PSWD _____

PHONE (____) ____ - _____ EXT. ____ CELL (____) ____ - _____ FAX (____) ____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ +4 _____

OTHER AUTHORIZED PURCHASING CONTACT(S)

FULL NAME _____ TITLE _____

DEPARTMENT _____

EMAIL _____ PSWD _____

PHONE (____) ____ - _____ EXT. ____ CELL (____) ____ - _____ FAX (____) ____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ +4 _____

FULL NAME _____ TITLE _____

DEPARTMENT _____

EMAIL _____ PSWD _____

PHONE (____) ____ - _____ EXT. ____ CELL (____) ____ - _____ FAX (____) ____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ +4 _____

FULL NAME _____ TITLE _____

DEPARTMENT _____

EMAIL _____ PSWD _____

PHONE (____) ____ - _____ EXT. ____ CELL (____) ____ - _____ FAX (____) ____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ +4 _____

FULL NAME _____ TITLE _____

DEPARTMENT _____

EMAIL _____ PSWD _____

PHONE (____) ____ - _____ EXT. ____ CELL (____) ____ - _____ FAX (____) ____ - _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ +4 _____