

**Application For Business Credit North Coast Electric Company**

**Credit Phone Number** 253.981.6740 **Credit Fax Number** 253.480.2331

Business or Corporate Name		Type of Business: • <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor • <input type="checkbox"/> Partnership		Application Date:
Street Address of Business		Contractor's License Number	Federal ID Number	
City, State, Zip		Type of Business	Years in Business	Statement • <input type="checkbox"/> Yes • <input type="checkbox"/> No
Billing Address (Street or PO Box)		Phone Number(s)	Fax Number	PO# Required? • <input type="checkbox"/> Yes • <input type="checkbox"/> No
City, State, Zip		Material for Resale? • <input type="checkbox"/> Yes • <input type="checkbox"/> No	Salesperson	
Bonding Co. Name		Bond Expiration Date		

**OFFICERS - If Applicant is a Corporation, or OWNERS - If Applicant is a Sole Proprietorship or a Partnership**

Name	Title	Soc. Sec. No.	Address	Home Phone

**Bank Reference**

Name of Bank	Branch	Account Number	Contact's Name

**Trade Reference**

Reference Name	Address	City/State/Zip	Phone

**Assets**

**Liabilities**

Cash on Hand	\$	Accounts Payable	\$
Accounts Receivable	\$	Notes Payable	\$
Notes Receivable	\$	Taxes Payable	\$
Inventory	\$	Mortgages	\$
Real Estate	\$	Notes on Vehicles	\$
Vehicles	\$	Contingent Liabilities	\$
Tools and Equipment	\$		
Total Assets		Total Liabilities	\$
Net Worth \$			

In consideration for your granting credit to the above-named firm, we guarantee payment of all amounts owed by that firm to NORTH COAST ELECTRIC CO., or any of its affiliates or subsidiaries (individually and jointly referred to as NORTH COAST ELECTRIC CO.). We understand and agree that all payments are due on or before the 25th of the month following the month of purchase and that cash discount will be allowed only if payment is received by the 10th of the month. All amounts not paid on or before the due date will be deemed PAST DUE and shall be assessed a finance charge of 1 1/2% per month, which is an annual percentage rate of 18%. We agree to immediately notify NORTH COAST ELECTRIC CO., by certified mail, of any change in the ownership of the applicant; of the death or disability of any owner or officer of the applicant; or of any other event or circumstance which may have a material adverse impact upon applicant's credit worthiness. We agree that all invoices and monthly statements issued by NORTH COAST ELECTRIC CO. are accurate in all respects unless we notify NORTH COAST ELECTRIC CO. within 10 days of receipt. We agree the all sales are subject to the terms and conditions on NC055. In the event it becomes necessary to refer any amount to an attorney for collection, we agree and promise to pay your reasonable attorney's fee and collection cost, even though no suit is filed. If a legal proceeding is commenced, we agree to pay NORTH COAST ELECTRIC CO.'s reasonable attorney's fees in such proceeding or any appeal thereof. We understand and agree that NORTH COAST ELECTRIC CO., at its option, reserves the right to choose the venue of any suit or action brought to collect any amount. Alteration of this agreement, without the express consent of NORTH COAST ELECTRIC CO., may be grounds for revocation of any accounts outstanding and cause demand for payment in full of all balances outstanding. Applicant authorizes all named suppliers and financial institutions to furnish NORTH COAST any and all information concerning applicant's credit worthiness.

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**INDIVIDUAL GUARANTY**

Each of the undersigned (individually called a Guarantor) unconditionally guarantees full payment of all present and future indebtedness (indebtedness) of \_\_\_\_\_ (Customer) to North Coast Electric Company, or any of its affiliates or subsidiaries (individually and jointly referred to as North Coast). This is an open and continuous Guarantee and is given to induce North Coast to sell or continue to sell goods to Customer. However, nothing herein obligates North Coast to sell goods or extend credit to Customer. At any time North Coast may, without notice, sell goods or extend credit to Customer; modify, renew, extend or compromise any Indebtedness; take, subordinate or release any security; release Customer or any Guarantor from any liability for any Indebtedness; and otherwise deal with Customer and Customer's other guarantors in any manner North Coast deems fit in connection with any Indebtedness. Each Guarantor waives presentment, demand protest and notice of any kind.

If there is more than one Guarantor, their obligations are joint and several. North Coast may bring a separate action against any Guarantor without first proceeding against Customer or any other person or security, and without pursuing any other remedy.

If a legal proceeding is commenced to interpret or enforce this Guaranty, North Coast shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof.

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

## UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: NORTH COAST ELECTRIC COMPANY \_\_\_\_\_

Address: 2450 8<sup>TH</sup> AVENUE SOUTH, SUITE 200, SEATTLE, WA 98134 \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	****MUST PROVIDE COPY OF WA RESELLER PERMIT***** _____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES

All sales by North Coast Electric Company (Seller) are expressly conditioned upon the terms and conditions set out below. Any additional or different terms or conditions in any previous or later communication from Purchaser, any course of dealing, or any custom; including but not limited to any purchase order, change order, or remittance advice; is hereby objected to by Seller. Terms additional or different from those set out in this document (except product descriptions, prices, and similar transaction specific terms) will have no force or effect unless set out in a written document, unequivocally expressing Seller's agreement to those terms, signed by a representative of Seller with authority to do so.

### PRICES

Unless otherwise specifically agreed to in writing, all quotations shall expire thirty (30) days after issuance, and prices are subject to change at any time without notice. Prices do not include sales, use, excise, value added, or other taxes. Where applicable, such taxes shall be paid by Purchaser. References to "freight allowed" relate only to the specified items and quantities clearly so identified in a writing signed by Seller.

### PAYMENT TERMS

Payment is required at the time of order or in advance of shipment unless Purchaser has submitted and Seller has approved an application for credit, associated credit agreement, and any required personal guaranties. Regardless of the existence of any other agreement, Seller may require full or partial payment, or other reasonable assurances of Purchaser's intent and ability to fully perform its obligations, as a condition of further performance if Seller has reasonable grounds to fear that Purchase may not fully perform its obligations. Unless otherwise agreed by Seller in writing, all payments on credit purchases are due on or before the 25th day of the month following the month of each purchase. To the extent allowed by Seller in its absolute discretion (normally by indication on an invoice), payment received on or before the 10<sup>th</sup> day of the month following the month of purchase may qualify for a discount. All amounts not paid on or before the due date will be deemed PAST DUE and shall accrue a finance charge of 1 1/2% per month or, if a lesser rate is required by law, the highest rate allowed by law. No payment by asserted offset or set-off shall be valid.

### INVOICES

All invoices and monthly statements issued by Seller shall be conclusively deemed to be accurate except to the extent Purchaser notifies Seller of any error, in writing, within 10 days of receipt.

### DELIVERY

Unless otherwise agreed in writing, all sales are made F.O.B. point of shipment with freight allowed to the common free delivery point nearest the destination, or a designated port for shipments overseas, within the continental United States. Title and risk of loss shall pass to Purchaser upon the earlier of Seller's delivery to Purchaser or receipt by the first carrier for transport to Purchaser. Purchaser is responsible for all aspects of unloading and storing of all materials upon delivery. Any shipping or delivery dates given by Seller are approximate; are provided only for the convenience of Purchaser; and are conditioned upon the prompt provision of all necessary information by Purchaser, the ready availability of raw materials and components, normal labor relations, and customary times for manufacture. Seller shall not be liable for any delay in delivery of any kind, regardless of cause or extent. All sales are contingent on the ability of Seller and its suppliers/manufacturers to secure associated products and raw materials.

### WARRANTIES AND DISCLAIMERS

All sales are "as is." Materials sold by Seller are the products of others. Seller agrees to use reasonable efforts to help Purchaser obtain from each manufacturer, in accordance with each manufacturer's warranty, the repair or provision of replacement products, or components of products, that may prove defective in material or workmanship. That obligation shall constitute the sole obligation of Seller, and Purchaser's sole remedy against Seller, with respect to any defective or nonconforming materials. Except as to title, Seller makes NO WARRANTIES of any kind, express or implied. In particular, Seller makes NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PURPOSE, including any warranty of compliance with any plans or specifications.

### LIMITATION OF LIABILITY

Seller shall not be liable to Purchaser or any other party for any consequential, incidental, or special damages of any kind, including but not limited to labor charges or lost profits, under any circumstances. In all events, Seller's maximum liability for all claims or set of related claims arising from a purchase shall be the purchase price of the materials found to be defective, non-conforming, or otherwise not provided in accordance with Seller's obligations. If only a replaceable component of any item is defective or non-conforming, Seller's liability is limited to the cost of a replacement or reasonably allocated portion of the purchase price of any relevant component part or parts, whichever is less.

### CHANGES AND CANCELLATIONS

Any request by Purchaser to cancel all or any portion of an order, or for any changes of any kind, must be made in writing and will be effective only if evidenced by a written document, signed by an authorized representative of Seller, unequivocally evidencing an intent to accept the relevant cancellation or change. Acceptance of any requested cancellation or change is subject to Seller's absolute discretion and may be conditioned upon adjustment of prices, schedules, and other terms and/or upon the payment of one more restocking or other charges.

### RETURNS

Materials considered by Seller to be stock items may be returned only in accordance with Seller's current Returned Goods Policy and upon payment of restocking changes. Specially manufactured goods may not be returned.

### SUBMITTALS AND SHOP DRAWINGS

Seller may assist in the transmission of submittals, shop drawings, and/or other communications, between Purchaser and the appropriate manufacturer or others, as a convenience to Purchaser. Purchaser shall be fully responsible for the timeliness, accuracy, and appropriateness of all such communications. Seller shall have no liability or responsibility of any kind with respect to such communications. Without limiting the generality of this provision, Purchaser acknowledges that Seller has no responsibility to obtain review, approval, or correction of, or to assure that any materials conform to, any specifications, submittals, shop drawings, or other requirements.

### DISPUTES

Regardless of legal theory, any claim against Seller must be brought in an appropriate court no later than one year (or the shortest time allowed by law if longer) after acceptance of the relevant materials. If any legal proceeding is brought to determine, interpret, or enforce any rights as between Seller and Purchaser, or in any other way relating to any sales made by Seller, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses of litigation (including, but not limited to, consultant and expert witness fees, charges for non-lawyer legal staff, investigator's charges, transcripts and other deposition expenses, the cost of title reports and asset searches, and travel expenses for witnesses and others) in amounts to be set by the court, in the trial court and on appeal, in addition to costs and disbursements allowed by law. The parties' relationships are controlled by, and all agreements are to be interpreted and enforced in accordance with, only the laws of the State of Washington, excluding any provisions regarding conflict of laws. Venue for any legal proceeding relating in any way to Seller or any sales made by Seller shall exclusively be King County, Washington.

### FORCE MAJEURE

Seller shall not be liable for any loss, damage, or delay of any kind arising out of Seller's failure to perform of any kind to the extent caused by unavailability of materials or other circumstances beyond Seller's reasonable control.