

KIE SUPPLY CORPORATION  
AKA/KENNEWICK INDUSTRIAL AND ELECTRICAL SUPPLY INC  
113 East Columbia Drive  
Kennewick, WA 99336  
(509) 582-5156 Fax (509) 582-5156

OREGON BUSINESS/COMMERCIAL  
CREDIT APPLICATION AND PURCHASE AGREEMENT

For the purpose of establishing credit with KIE Supply Corp., including but not limited to when it does business under KIE Supply Corp., 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:

LEGAL NAME OF BUSINESS: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSUMED BUSINESS NAME (DBA): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ YRS IN BUSINESS \_\_\_\_\_

NAME OF OTHER BUSINESS UNDER WHICH APPLICANT HAS DONE BUSINESS WITHIN THE LAST SIX (6) YEARS:

APPLICANT IS A: CORPORATION \_\_\_\_\_ LLC \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_  
Limited Liability Corp.

LIST ALL PRINCIPALS AND OFFICERS (use and attach additional sheet if necessary)

NAME	TITLE	SOCIAL SECURITY #	HOME ADDRESS	TELEPHONE #
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STATE CONTRACTOR'S LICENSE \_\_\_\_\_ LICENSE # \_\_\_\_\_ GENERAL \_\_\_\_\_ SPECIALTY \_\_\_\_\_

BOND COMPANY \_\_\_\_\_ BOND # \_\_\_\_\_

CCB/LCB # \_\_\_\_\_ FEDERAL EIN # \_\_\_\_\_ STATE UBI # \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_ ACCT # \_\_\_\_\_

BRANCH/ADDRESS/PHONE # \_\_\_\_\_ Contact Name: \_\_\_\_\_

LIST TRADE REFERENCES

1. COMPANY NAME/CONTACT: \_\_\_\_\_

ADDRESS/PHONE # \_\_\_\_\_

2. COMPANY NAME/CONTACT: \_\_\_\_\_

ADDRESS/PHONE # \_\_\_\_\_

3. COMPANY NAME/CONTACT: \_\_\_\_\_

ADDRESS/PHONE # \_\_\_\_\_

WHAT WILL YOUR PURCHASES PER MONTH AVERAGE: \_\_\_\_\_

KIE SUPPLY CORP. MAY CONTACT ANY BANKS AND TRADE REFERENCES AND MAKE ALL OTHER CREDIT INQUIRES IT DEEMS NECESSARY, AND APPLICANT AUTHORIZES THE RELEASE OF INFORMATION TO KIE SUPPLY CORP. 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 STATED ON KIE SUPPLY CORP. INVOICES.

## TERMS & CONDITIONS

1. All sales will be C.O.D. until credit application is approved. The application process takes two (2) to five (5) days to complete.
2. The name of the business and the potential debtor are spelled correctly and KIE Supply Corp. will rely on the spelling provided by the applicant or their representative.
3. The undersigned Applicant hereby agrees that all purchases are payable in full by the 10th of the month following purchase, and are considered delinquent thereafter. 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. Billing date is as of the 25th day of each month. The unpaid balance on which finance charges are added shall be the amount owing as the 25th day of the month proceeding the date finance charges being added. Amounts are paid when KIE Supply Corp. receives them and not when they are deposited in the mail physically. If any amount owing to KIE Supply Corp. is not paid when due, KIE Supply Corp. may at its option place the account on a cash basis and 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. There will be a \$25.00 fee for any returned check.
4. In case of Applicant's default in relation to this agreement, Applicant agrees to pay all of KIE Supply Corp.'s attorney fees and costs, including those on appeal, even if no action is filed. Jurisdiction for any action will be at Umatilla County, State of Oregon and Applicant consents to such jurisdiction. If Applicant's account is placed in the hands of a collection agency, Applicant agrees to pay KIE Supply Corp. a collection fee, not exceeding 50% of the amount unpaid thereon, in addition to actual attorney fees.
5. The undersigned Applicant is obligated to pay for all goods purchased regardless of whether Applicant receives any payments due to Applicant for 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 credit limit.
6. KIE Supply Corp. Where provided by Chapter 87 O.R.S. Laws of the State of Oregon, exercise certain material man's lien rights, or may under the Uniform Commercial Code or any applicable Uniform Consumer Credit Code as covered in State Law, file a financing statement if the nature of the transaction or the material involved so indicates.
7. Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless Applicant notifies KIE Supply Corp. in writing within ten (10) days of receipt of the invoices or statements. Applicant further agrees to notify KIE Supply Corp. in writing within seven (7) business days of receipt of goods of any defects, damages, non-conforming goods, or any other reason that would cause Applicant to reject goods provided by KIE Supply Corp. Applicant's sole and exclusive remedy for defective, damaged, or non-conforming goods is replacement of the goods or refund of Applicant's payment at KIE Supply Corp.'s sole option. KIE Supply Corp.'s permission must be obtained in writing before any goods may be returned to KIE Supply Corp. Special-order (non-stock) goods are not subject to return. Returns of standard stock items will be subject to a restocking charge.
8. KIE Supply Corp. may apply payments in its sole discretion unless Applicant instructs KIE Supply Corp. in writing as to how funds are to be applied.
9. If Applicant is a sole proprietorship or partnership, Applicant agrees that in the event of conversion of its business form to a corporation or limited liability company, all terms of this agreement will apply to the new entity, including the personal guaranty of any individual signing this agreement, unless Applicant notifies KIE Supply Corp. in writing. Any change in Applicant's business structure shall not affect Applicant's obligations under this agreement unless KIE Supply Corp. agrees otherwise in writing. Applicant cannot transfer or assign the account relationship created herein without KIE Supply Corp.'s prior written consent.
10. Pursuant to paragraph #3, above, the terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of Oregon, as they apply to transactions between merchants, and venue in any action relating to the obligations of the parties under this agreement may be laid in or transferred to any county in Oregon, at the sole discretion of KIE Supply Corp., and Applicant consents to such jurisdiction. If any provision or provisions hereof are declared to be void such provision or provisions are hereby severed from this agreement, which shall otherwise remain in full force and effect. Applicant further agrees and binds it to the terms and conditions as stated on KIE Supply Corp. invoices. Applicant agrees that any dispute between Applicant and KIE Supply Corp. shall, at the option of KIE Supply Corp., be submitted for resolution through binding arbitration.

11. Applicant agrees that no consequential, incidental, liquidated, or other damages of any kind shall be recoverable from KIE Supply Corp. 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 in hereby waived, released, and discharged.

12. KIE Supply Corp. does not represent itself as a licensed engineering or design firm. All design work is preformed solely for the purpose of developing price estimates.

13. This agreement may not be modified without KIE Supply Corp.'s written approval, signed by one of its Officers.

14. This agreement binds Applicant and any successor business, which is any business controlled or managed by any one or more of the current Applicant's principals.

**NOTICE : ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBTS ARE NOT ENFORCEABLE UNDER OREGON LAW.**

**By signing here, Applicant agrees to the aforementioned terms and conditions and the individual who signs the application represents that they have the authority to bind the applicant if not the applicant:**

**By signing here, Applicant agrees to permit KIE Supply Corp. to request a personal and/or business credit report, and Applicant hereby authorizes Any credit reporting agency to provide such a report to KIE Supply Corp.:**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY OF APPLICANTS PRINCIPAL (S)**

To induce KIE Supply Corp. to extend credit to the above-named Applicant and in consideration thereof, and if more than one, each of us jointly and severely, unconditionally personally guarantee the obligations of Applicant to KIE Supply Corp. including but 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 such obligation and guarantee 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/we have notified KIE Supply Corp. in writing of its cancellation, even in the event that Applicant shall incorporate or form a limited liability company, 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 KIE Supply Corp., or in the enforcement of any obligation as a result of the extension of credit to 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. The laws of the State of Oregon shall govern this continuing guaranty, and venue shall be at the sole discretion of KIE Supply Corp.

**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 my martial community and myself.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

CUSTOMIZE YOUR ACCOUNT  
(TELL US YOUR PREFERENCE)

List of people who are authorized to sign on your account:

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What type of product do you intend to buy? \_\_\_\_\_

What is your E-MAIL address if you have one? \_\_\_\_\_

Do you require a P.O. # on each invoice at the time of purchase? \_\_\_\_\_

Do you require a Job # on each invoice at the time of purchase? \_\_\_\_\_

Do you require your employees to show I.D. when they pick up material? \_\_\_\_\_

Do you wish to have a "Ship To Address" other than the mailing address? \_\_\_\_\_

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Please list who the credit contact is in case of an error on your account:

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THANK YOU FOR YOUR COOPERATION

KIE SUPPLY CREDIT DEPARTMENT