

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

WASHINGTON
INDIVIDUAL
CREDIT APPLICATION AND PURCHASE AGREEMENT

PLEASE PRINT

DATE: _____

Last Name First Name Middle Initial Spouse's Name

MARRIED: _____ SEPERATED: _____ UNMARRIED (single, divorced, widowed): _____ NO. OF DEPENDENTS: _____

OWN HOME: _____ RENT: _____ LIVING WITH PARENTS: _____

YOUR MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

HOW LONG: _____ TELEPHONE #: _____ IS THIS A CELL NUMBER? YES OR NO (CIRCLE)

FORMER ADDRESS if less than 3 years at present address: _____

DRIVERS LICENSE #: _____ STATE OF ISSUE: _____

Employer's Name HOW LONG: _____

Employer's Address City State Zip

POSITION: _____ INCOME: _____ WORK PHONE #: _____

****Spouse: Information about spouse must be completed if spouse will be authorized user or contractually liable, or if the applicant is relying upon spouse's income or community property for credit worthiness.**

SPOUSE'S FULL NAME

Employer's Name HOW LONG: _____

Employer's Address City State Zip

POSITION: _____ INCOME: _____ WORK PHONE #: _____

Other Income (You may include child support or alimony if you wish such income considered) AMOUNT \$: _____

Source: Name and Address City State Zip

INFORMATION OBTAINED FROM THIS CREDIT APPLICATION WILL BE USED FOR CREDIT AND COLLECTION PURPOSES

IT IS THE RESPONSIBILITY OF THE APPLICANT TO UPDATE ALL INFORMATION PROVIDED ON THE APPLICATION. KIE SUPPLY CORP RESERVES THE RIGHT TO WITHDRAW CREDIT TERMS AND REQUEST A NEW APPLICATION FOR ANY REASON.

BANK INFORMATION

Name of Bank: _____ Account #: _____

Branch/Address/Phone: _____

CREDIT REFERENCES

1. Company Name / Contact: _____

Address / Phone #: _____

2. Company Name / Contact: _____

Address / Phone #: _____

3. Company Name / Contact: _____

Address / Phone #: _____

Estimated Purchase Amount per Month: _____

TERMS & CONDITIONS

The terms and conditions of this agreement may not be modified except in writing stating the revised terms and which is dated and signed by both applicant and KIE Supply Corp.

1. All sales will be C.O.D until credit application is approved. The application process takes two (2) to five (5) business days to complete.
2. The name of the potential debtor is 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 25th 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 ½% per month or the maximum rate allowed by law (\$1.00 on balances under \$67.67) on any past due balances. Billing date is the 25th of each month. If the 25th days falls on a weekend or a holiday, it is due on the last business day before the 25th of the month. The unpaid balance on which finance charges are added shall be the amount owing from the month preceding the 25th. 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 Benton County, State of Washington 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.’s 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 purchases 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 state in paragraph #3 above. In addition, Applicant is obligated to pay all invoices, regardless of credit limit.
6. KIE Supply Corp. where provided Chapter 60.04 R.C.W. Laws of the State of Washington, 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, damages, 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.** Return of standard stock items will be subject to a restocking charge.

8. KIE Supply Corp. may apply payments at its sole discretion unless Applicant instructs KIE Supply Corp. in writing as to how funds are to be applied. KIE Supply Corp. will apply payments received to the oldest balances and charges first, unless specifically instructed otherwise by the Applicant.
9. Pursuant to paragraph#4, above, the terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of Washington, 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 Washington, 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.
10. 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 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.
11. KIE Supply Corp. does not represent itself as a licensed engineering or design firm. All design work is performed solely for the purpose of developing price estimates.
12. This agreement may not be modified without KIE Supply Corp.'s written approval, signed by one of its Officers.
13. The above information if furnished in compliance with the Federal Consumer Credit Protection Act as amended, to all our credit customers.
14. If the phone number Applicant has provided is a cell phone, Applicant is authorizing KIE Supply Corp., or any authorized agent of KIE Supply Corp., to use the number to contact you for any purpose related to this account, including collection activity.

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

By signing here, Applicant agrees to the aforementioned terms and conditions

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 of KIE Supply Corp.

Signature

Print Name: _____

Date: _____

Spouse's Signature

Print Name: _____

Date: _____