

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

IDAHO BUSINESS/COMMERCIAL
CREDIT APPLICATION AND PURCHASE AGREEMENT

For the purpose of establishing credit with KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY INC (hereafter referred to as KIE Supply Corp.), including but not limited to when it does business under the assumed business name 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 #: _____ IS THIS A CELL # YES/NO (Circle) FAX: _____

YEARS 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 #

STATE REGISTRATION #: _____ GENERAL: _____ SPECIALTY: _____

BOND COMPANY: _____ BOND #: _____

STATE RESALE/UBI #: _____ FEDERAL EIN #: _____

NAME OF BANK: _____ ACCOUNT #: _____

BRANCH ADDRESS/PHONE #: _____ CONTACT NAME: _____

LIST TRADE REFERENCES

1. COMPANY NAME/CONTACT: _____

ADDRESS/PHONE #: _____

1. COMPANY NAME/CONTACT: _____

ADDRESS/PHONE #: _____

1. COMPANY NAME/CONTACT: _____

ADDRESS/PHONE #: _____

IT IS 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 AT ANY TIME FOR ANY REASON.

KIE SUPPLY CORP. MAY CONTACT ANY BANKS AND TRADE REFERENCES AND MAKE ALL OTHER CREDIT INQUIRIES 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 AND CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT IN WRITING STATING REVISED TERMS AND WHICH IS SIGNED AND DATED 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 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 25th of the month following purchase, and are considered delinquent thereafter. If Applicant fails to pay any invoice 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 day of each month. If the 25th falls on a weekend or 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 proceeding 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 collections 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. Also, it is the Applicant's responsibility to close the account when sold or gone out of business so that the Applicant is not liable for any transactions.
6. KIE Supply Corp. may, where provided by Idaho Code Section 45-501, 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 one (1) business day 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 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. KIE Supply Corp. will apply payments received to the oldest invoices and charges first, unless specifically instructed otherwise by Applicant.
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. KIE Supply Corp. may require the Applicant to submit a new application.
10. 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.

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 is hereby waived, released and discharged.
12. 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.
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.
15. If the phone number Applicant provided is a cell phone, Applicant is authorizing KIE Supply Corp., or any agent authorized by KIE Supply Corp., to use this number to contact Applicant 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 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 severally, 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 with prior notice, demand, or pursuit of remedies against the part 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 notice. I/We agree to notify KIE Supply Corp. of any change in the information provided below. 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 Washington 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 marital community and myself.

Signature: _____ Print Name: _____ Date: _____

Driver License #: _____ Date of Birth: _____ Social Security #: _____

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

Signature: _____ Print Name: _____ Date: _____

Driver License #: _____ Date of Birth: _____ Social Security #: _____

Spouse's Employer: _____ Phone #: _____

Nearest Relative:

Name: _____

Address: _____

Phone: _____

