

Spokane and Coeur d' Alene **POWER** TOOL & EQUIPMENT

~ Serving Spokane since 1953 ~

"NORTHWEST'S LARGEST SELECTION OF POWER TOOLS"

**E. 801 SPOKANE FALLS BLVD., SPOKANE, WA 99202 ~ 509.489.4202 FAX: 509.483.2037
TOLL FREE: 1.800.426.0013**

APPLICATION FOR BUSINESS CREDIT

Corporate Name: _____ (hereinafter "Applicant")
Doing Business As: _____ Telephone No. () _____ Facsimile No. () _____
Corporate Information: Proprietorship _____ Partnership _____ LLC _____ Corporation _____ State of Inc. _____
Mailing Address: _____
City: _____ State & Zip: _____
Shipping Address: _____
City: _____ State & Zip: _____
Email Address: _____
Federal Identification # _____ (attach Form W-9 and resale certificate if applicable)
Duns No.: _____ Years in Business: _____
PO Required? _____ yes _____ no
Authorized Signers: _____
Owner Name: _____ Home No. () _____ Facsimile No. () _____
Home Address: _____ SSN: _____

Principals, Officers, or Owners:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____

Bank References:

Bank Name: _____
Address _____ City _____ State _____
Telephone No. () _____

Trade References:

<u>Company</u>	<u>Contact Person</u>	<u>Address</u>	<u>Telephone No.</u>
1. _____	_____	_____	() _____
2. _____	_____	_____	() _____

The above information is being provided in conjunction with a request for business credit terms by [Applicant] (the "Applicant") from *Spokane Power Tool* and its subsidiaries, divisions and affiliates. If this Application is accepted by the Applicant, the undersigned agrees to the terms and conditions attached to the Application and on related invoices as changed from time to time.

Terms and Conditions: Account is to be paid in FULL by the 15th of each month. Accounts over 30 days past due are subject to a 1.5% per month Finance Charge.

Applicant agrees to pay according to terms and conditions stated herein and on invoices as issued by *Spokane Power Tool*. *Spokane Power Tool* reserves the right to change the terms of the credit extended to the Applicant at *Spokane Power Tool's* sole discretion and without notice. Applicant agrees to inform *Spokane Power Tools* within 10 days, at the address below, of any changes to Applicant's name, business status or ownership. Applicant further agrees to advise *Spokane Power Tool* of any defective product provided by *Spokane Power Tool* within 10 days of receipt. Acceptance of payment outside of state credit terms shall not operate as a waiver of the state credit terms.

Applicant also agrees to examine immediately upon receipt, each of *Spokane Power Tool's* statements, and to advise of any disputed transactions or statements within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify *Spokane Power Tool* of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

Spokane Power Tool reserves the right to assess a monthly service charge of 1.5% per month on account paid outside credit terms. All goods are sold F.O.B. shipping point with the risk of loss or damage shifting to the Applicant upon *Spokane Power Tool's* delivery to the Applicant or common carrier. *Spokane Power Tool* reserves the right to cease extension of credit without notice.

Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of *Spokane Power Tool* and that Applicant expressly waives its venue rights without reference to conflicts of laws principles. Applicant further expressly agrees that it shall be liable and pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation, including but not limited to attorneys' fees and costs associated with the enforcement of any of the terms of this Application and attorneys' fees and costs resulting from a default under this Application.

Applicant understands that they must notify *Spokane Power Tool* in writing and by certified mail or any change in ownership, the name of the business or structure of the business under which credit is established. *Spokane Power Tool* reserves the right to cancel its agreement to extend credit and to re-evaluate the credit worthiness of the Applicant under its new name, ownership or structure. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

In the event of Applicant's default, *Spokane Power Tool*, may, at its option, without demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever, to Applicant, declare all obligations immediately due and payable.

In the essence of this Application that the information contained herein is true and correct and that *Spokane Power Tool* relies on such information. Applicant authorizes the banks and trade references listed herein to provide references and that this Application shall be mailed to said references as my authorization. *Spokane Power Tool* reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances. In the event that *Spokane Power Tool* determines that the information contained in this Application is false or misleading, in any way or nature, *Spokane Power Tool* may, without notice, cancel all orders and deliveries in progress to Applicant. Any false or misleading information by Applicant shall be construed as a material default and any outstanding invoices shall be immediately due and payable. I hereby certify under penalty of perjury that the information provided is true to the best of my knowledge.

Applicant's Signature

Print Name

Title

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

If credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact *Spokane Power Tool*. att: accounts receivable department. within sixty (60) days from the date you were notified of the

THE FAIR CREDIT REPORTING ACT AND FEDERAL EQUAL CREDIT OPPORTUNITY ACT

Applicant acknowledges and agrees that *Spokane Power Tool* and its subsidiaries, divisions and affiliates (collectively "*Spokane Power Tool*") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to *Spokane Power Tool* and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit *Spokane Power Tool* to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on *Spokane Power Tool* by registered or certified mail.

In accordance with the terms and conditions listed above, Applicant hereby authorizes *Spokane Power Tool* to obtain commercial credit reports and to share this authorization, and any information contained therein.

SIGNATURE AND DATE REQUIRED

_____ Applicant's Signature	_____ Print Name	_____ Title	_____ Date
_____ Witness' Signature	_____ Print Name	_____ Title	_____ Date

Spokane Power Tool