



Waterworks + Irrigation + Plumbing
Pipe & supplies

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| CREDIT APPLICATION & AGREEMENT | | | | |
|--|--------------------------------------|--------------------------------------|---|-------------------------------------|
| Check Appropriate Box | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> LLC | <input type="checkbox"/> Individual |
| Legal Business Name (Applicant) | | Contractor License # | | DUNS # |
| Business Address | | Date Company Started | Federal ID # | |
| City | State | Zip Code | Business Phone # | |
| Billing Address (if different than above) | | Contact Person & Phone # | | |
| City | State | Zip Code | Contact Person Email Address | |
| Have you, other owners or your business ever filed for bankruptcy protection? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | If yes, when? | |
| COMPLETE THIS SECTION IF CORPORATION, PARTNERSHIP OF LLC | | | | |
| Officers Name & Address | Title | Social Security # | Name of Spouse | Home/Personal Cell # |
| | | | | |
| | | | | |
| Type of Business | State of Inc./Org | Date of Inc./Org | Related Businesses | |
| COMPLETE THIS SECTION IF INDIVIDUAL | | | | |
| Name (Applicant) | | Date of Birth | Social Security # | |
| Name of Spouse | | Home Phone # | Cell Phone # | Email Address |
| Home Address | | Years at Home Add | Former Address | |
| Employer | | Job Title | Previous Business or Employer, if less than 3 years | |
| BANK REFERENCE | | | | |
| Name Of Bank | | Contact Person at Bank | | |
| Bank Address | | Title of Bank Contact Person | Telephone # | |
| Account # & Name | | | Type of Account | |
| Years at Home Add | | | | |
| BUSINESS TRADE REFERENCES | | | | |
| Company Name & Address | | Phone | Email | Account # |
| | | | | |
| | | | | |

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CREDIT AGREEMENT

I, (we) the undersigned "Applicant" make this application for credit and/or to update and reconfirm our existing accounts with On-Site Supply House, LLC ("ON-SITE"), in accordance with and subject to the Terms and Conditions attached hereto. In consideration of the extension of credit to Applicant, Applicant agrees to pay all invoices when due according to the terms set forth on such invoices. All accounts are due and payable at the address shown on the invoice. Applicant agrees to pay a service charge of 1½% per month (18% annual rate) on all past due invoices and ON-SITE reserves the right to put past due accounts on hold until the account balance is paid in full. If an account is more than thirty (30) days past due, credit worthiness must be re-established, meaning Applicant must re-apply, to return to open account status. In the event payment is not made and Applicant's account is referred to a collection agency, Applicant will pay the collection agency fee, reasonable attorney fees and any/all costs of collection in the event suit or action is commenced to secure payment of any sums due under this Agreement.

Applicant certifies that the information provided on the Application is true and correct. Being authorized to do so, on behalf of a Company/Business (if applicable), Applicant grants ON-SITE permission to contact any individuals or businesses mentioned above, in addition to any credit agencies from which such information is ordinarily requested, to determine whether this credit accommodation should be granted.

In the event the Applicant is/are individuals or is a partnership, the signing of this Agreement shall constitute authorization under the Fair Credit Reporting Act for ON-SITE to utilize consumer credit reporting agencies to provide reports on said individual(s) or partners in order to permit ON-SITE to appropriately evaluate the extension of any business credit to the Applicant. The individual(s) guaranteeing the debt of the Applicant, by and through the Personal Guarantee included hereinbelow, shall be provided with a copy of this Application, and upon the signing of said guarantee, shall consent to ON-SITE's use of consumer credit reporting agency reports to assist in the evaluation of the credit of said guarantor(s) for the extension of business credit to the Applicant(s).

| | | |
|----------------------|--------------|------|
| Authorized Signature | Printed Name | Date |
| Authorized Signature | Printed Name | Date |

PERSONAL GUARANTEE

To induce On-Site Supply House, LLC ("ON-SITE") to extend credit to the above named Applicant(s) and in consideration thereof, the undersigned, and if more than one, each of them jointly and severally, unconditionally personally guarantees all obligations of the Applicant to ON-SITE, including but not limited to payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs, and any other indebtedness, which may now (or at any time in the future) be owing by the Applicant or any successor thereof, to ON-SITE pursuant to the Terms and Conditions of this Credit Agreement. This shall be an open, unlimited and continuing guaranty, and the undersigned, and each of them, agree that any and all credit extended to the Applicant now and at any time in the future is done so by ON-SITE in material reliance on this guaranty, notwithstanding any other rights or remedies ON-SITE may have now or at any time in the future relating to the collection of such sum(s) by lien, contract, bond, equity or otherwise. In the case of any default in relation to this Agreement, the undersigned shall pay ON-SITE's reasonable attorney fees and costs (whether in state or federal courts, including but not limited to the bankruptcy court), for any court annexed arbitration, on appeal, and on denial of any petition for review even if no action is filed. ON-SITE may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including, but not limited to, the utilization of outside credit reporting services, and guarantor(s) authorize(s) the release of information to ON-SITE.

| | | |
|-----------------------|--------------|------|
| Guarantor's Signature | Printed Name | Date |
| Guarantor's Signature | Printed Name | Date |

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CREDIT APPLICATION & AGREEMENT TERMS AND CONDITIONS

ALL GOODS SOLD BY ON-SITE SUPPLY HOUSE, LLC, ("ON-SITE" OR "SELLER"), ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN A PURCHASE ORDER OR ANY OTHER SIMILAR COMMUNICATION SHALL BE BINDING UPON THE PARTIES, UNLESS AGREED TO IN WRITING BY THE APPLICANT/BUYER AND AN OFFICER OF ON-SITE. IN THE ABSENCE OF A WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE BY APPLICANT/BUYER, SHIPMENT OF ANY OF THE PRODUCTS COVERED BY THE ORDER SHALL CONSTITUTE AN ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. IT IS AGREED THAT THERE ARE NO OTHER WARRANTIES AND SPECIFICALLY NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer is responsible for installation and use in accordance with manufacturer's instructions. No changes to the warranty policy are allowed unless set forth in writing and agreed to by both parties.

2. LIMITATION OF LIABILITY: ON-SITE's liability or any claim for loss or damage arising out of this contract or from performance or breach thereof, connected with the supplying of any goods or services hereunder, or the sale, resale, operation or use of such goods or services, whether based on contract, warranty, tort (include negligence), or other grounds shall not exceed the price allowable to such goods or services or part thereof involved in the claim. ON-SITE shall not, under any circumstances, be liable for any labor charges without its prior written consent.

ON-SITE SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits as revenue, loss of use of the goods or any associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. The exclusion of liability for consequential damages shall apply regardless of whether the Buyer is making a claim as a result of breach of contract, warranty, torts (including negligence) or any other grounds or theories.

If ON-SITE furnished Buyer with advice or other assistance concerning any goods supplied hereunder, which is not required under the terms of this contract, furnishing such advice or assistance shall not subject ON-SITE to any liability based upon contract, warranty, and tort (including negligence) or other grounds.

3. PRICE: Prices for items on which ON-SITE has submitted a WRITTEN quotation will be firm for the duration and terms stated on the quotation. Prices on all other items are subject to change without notice, and the price in effect at time of shipment shall prevail. The prices do not include any sales or similar taxes, and such taxes shall be billed as a separate item, and paid by Buyer. A LATE PAYMENT CHARGE OF 1-1/2 percent (ANNUAL PERCENTAGE RATE OF 18 PERCENT) SHALL BE CHARGED ON ALL PAST DUE ACCOUNTS. BUYER SHALL PAY ALL COSTS INCURRED IN THE COLLECTION OF ANY PAST DUE ACCOUNT, INCLUDING ALL COLLECTION AGENCY FEES, COURT COSTS, AND ATTORNEY FEES. An account is considered past due if it is not paid within the terms stated on the invoice. If the foregoing charges exceed the rate, which may be lawfully charged under applicable law, then such charges shall be calculated so as to not exceed the highest lawful interest.

Unless otherwise noted, all sales are made F.O.B. point of shipment and in all cases, title shall pass upon delivery to the carrier at the point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

Orders in the amount of or exceeding \$10,000.00 USD will be documented by a formal sales contract by and between Buyer and ON-SITE. Orders in the amount of \$20,000.00 USD to \$99,999.99 USD are accepted only with Buyer's 50% deposit, the remaining balance due on ON-SITE's standard 30-day net payment terms. Orders in the amount of or exceeding \$100,000.00 USD are accepted only with Buyer's 75% deposit, the remaining balance due on ON-SITE's standard 30-day net payment terms.

4. QUOTES: Typographical and stenographic errors are subject to correction. Buyer agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Buyer assumes liability for patent and copyright infringement when goods are made to Buyer's specifications.

5. DELIVERY: Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. ON-SITE shall not be liable for failure to deliver or for delay in delivery or performance due to a cause beyond its reasonable control, including an act of God, act of omission of Buyer, governmental intervention, fire, strike, or other labor difficulty, civil disturbance, insolvency, or other inability to perform by manufacturer, delay in transportation, or other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time loss by reason of delay.

6. CANCELLATION: Buyer may cancel an order only with the prior written consent of ON-SITE and based upon payment to ON-SITE of reasonable and proper cancellation charges.

7. RETURNED GOODS: Except for special order items, which are not eligible for return, goods in clean and salable condition accompanied by a receipt and returned within sixty (60) days from the invoice date **may** be returned, subject to ON-SITE's prior written consent.

8. CHANGE IN BUYER'S FINANCIAL CONDITION: ON-SITE reserves the right by written notice to cancel any order or to require full or partial payment or adequate assurance of performance from Buyer without liability to ON-SITE in the event of the insolvency of Buyer, the filing of a Petition in Bankruptcy by Buyer, the appointment of a Receiver or Trustee for Buyer, or the execution by Buyer of an assignment for the benefit of creditors. ON-SITE reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. ON-SITE reserves the right to cancel Buyer's credit at any time for any reason.

9. SECURITY: Buyer hereby grants, and ON-SITE reserves, a Purchase Money Security Interest in each good purchased hereunder, and in any proceeds thereof, for the amount of the purchase price. Upon request by ON-SITE, Buyer shall sign any documents required to perfect such security interest. Payment in full of the purchase price of any good, purchased hereunder, shall release the security interest on that good.

10. ASSIGNMENT: Buyer shall not assign any or all of its duties or right hereunder without the prior written consent of ON-SITE.

11. ACCEPTANCE: All orders are subject to acceptance by ON-SITE. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason such provision shall be deleted from the contract, and other provisions shall have full effect upon both parties.

12. APPLICABLE LAW AND VENUE: The jurisdiction and venue for any civil action shall be, solely and exclusively, the state courts in and for the County of Hood River, State of Oregon, or the United States District Court for the District of Oregon, as well as to all appellate courts to which an appeal may be taken from such trial courts. Each of the parties expressly waives, the fullest extent permitted by applicable law, the right to move to dismiss or transfer any such action brought in such courts on the basis of any objection to personal jurisdiction, venue, or inconvenient forum in any such courts.

13. TOTAL AGREEMENT: This document shall constitute the total agreement between the parties. In no event shall any oral agreement between these parties supersede, or take priority over the written terms and conditions of this document. This document shall be accompanied by and construed with the purchase order or any other written documents, which are contemplated and authorized by the terms, and conditions set forth herein.