



CREDIT APPLICATION

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Graham, WA 98338

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FOR OFFICE USE ONLY

CUSTOMER NO.

CREDIT LIMIT

INDIVIDUAL OR COMPANY INFORMATION

Individual Account:

_____ Last Name	_____ First	_____ Middle	_____ Date of Birth	_____ Drivers License No.	_____ Soc. Sec. No.	
_____ Residential Address			_____ City	_____ State	_____ Zip	_____ Phone
_____ Billing Address			_____ City	_____ State	_____ Zip	_____ Phone
_____ Name, Address and Phone No. of Present Employer						
_____ Name of Spouse			_____ Name and Address of Spouse's Employer		_____ Phone	_____ Spouse's Soc. Sec. No.

Company Account:

Check the applicable box: Corporation LLC Partnership Sole Proprietorship

_____ Company Name			_____ Company Phone		_____ Company Fax No.	
_____ Physical Address			_____ City	_____ State	_____ Zip	
_____ Billing Address			_____ City	_____ State	_____ Zip	

Sales Tax Applicable: YES NO All sales are taxable unless valid reseller permit is received.

Contractor Registration No.

REFERENCES

Bank References

Account Number _____	Account Number _____
Type of Account _____	Type of Account _____
Bank Name _____	Bank Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____

Trade References

1. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____
2. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____
3. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____
4. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____
5. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____
6. Name _____	Account # _____	Email _____
Address _____	Phone _____	Fax _____

Washington Rock Quarries, Inc. is hereby authorized to contact any credit bureau or other investigative agency to obtain a credit report, verify references or statements or other data obtained from Customer as part of the credit evaluation process.

TERMS AND CONDITIONS

1. **The Agreement.** The agreement between the credit applicant ("Buyer") and Washington Rock Quarries, Inc. ("Supplier") with respect to the sale of Product (the "Product") shall consist only of these terms and conditions, the personal guarantee, and the Parties' agreement as to price and quantity. If there is a fuel surcharge in effect, Supplier shall provide Buyer with a fuel surcharge schedule. Supplier shall not be bound by the terms of any form or purchase order produced by Buyer, unless the document is signed by either Supplier's president Harry Hart or Supplier's vice president Jon Hart. This Agreement shall be for the benefit of Supplier and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Harry or Jon Hart, to the extent they differ from, modify, add to or detract from the Agreement, shall not be binding on Supplier. There are no agreements, promises or understandings, either verbal or written that are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions.

2. **Price and Payment.** Prices quoted from Supplier are valid for 30 days from the date on the document containing the price and thereafter expire unless accepted in writing by Buyer before then. Sales tax is not included in the quoted price, unless specifically stated otherwise. Payment shall be due to Supplier by the fifteenth day of the month following the date of invoice. Overdue balances shall be charged interest at the rate of 1.5% per month. If a shipment is delayed by Supplier at the request of Buyer, payment therefore shall become due on the date when Supplier is prepared to make shipment thereof. Prices are F.O.B. Supplier's shipping point unless otherwise agreed upon specified in writing. If the project is a public works project, Buyer must immediately inform Supplier of this so that Supplier can determine if Supplier must pay prevailing wages to its employees. Buyer shall be responsible to pay to Supplier the difference between normal wages and prevailing wages to Supplier's employees if Buyer does not provide Supplier with reasonable notice that that it is a public works and prevailing wage project before the price is set.

3. **Delivery.** Buyer shall inform Supplier of the delivery address at the time of sale so that the transportation charge can be computed in the sales price. Supplier's quoted delivery price assumes delivery by truck and trailer. If Buyer desires delivery by either transfer truck or by truck without a trailer, Buyer should inform Supplier and obtain a separate quote. If the shipping destination involves a construction project covering a large area, and Buyer does not inform Supplier of the specific drop off point at the project, Supplier reserves the right to charge \$_____ per hour (if this blank is not filled in, then \$85 per hour) for trucking time spent between arrival at the project and arrival at the unloading point at the project. If the Product is delivered by truck, Buyer shall have no more than _____ (if this blank is not filled in, then 30 minutes) minutes to unload the Product from the truck from the time that the truck arrives at the delivery address. Otherwise, Buyer shall pay \$_____ per hour (if this blank is not filled in, then \$85 per

hour) until the Product is unloaded from the truck. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Supplier of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Supplier's reasonable control. Supplier shall in good faith endeavor to meet estimated delivery dates. Supplier reserves the right to withhold delivery of the Product if, for any reason, Buyer fails to pay to Supplier any portion of the purchase price for the Product(s) in the amount(s) and at the time(s) specified in the Contract.

4. Rights to Reject and Revoke. Buyer shall notify Supplier in writing of any defects in, damage to, or nonconformance of the Product within three (3) business days from Buyer's receipt of the Product, otherwise Buyer waives its right to reject the Product. Thereafter, Buyer shall be deemed to have accepted the Product and may revoke its acceptance of the Product if both: (1) a non-conformity substantially impairs the value of the Product to Buyer, and (2) Supplier is notified in writing of Buyer's revocation within thirty (30) days after the Product has been received by Buyer.

5. Risk of Loss. Buyer assumes all risk of loss of Product upon delivery of Product by Supplier to the carrier.

6. Termination or Modification. The Agreement may be modified or terminated only upon a writing signed by Harry or Jon Hart. If all or part of the Agreement is terminated, Buyer, in the absence of contrary written agreement with Supplier, shall pay termination charges based upon actual expenses and costs incurred in the production of the Product to the date such termination is accepted by Supplier plus a reasonable profit, except that any Product completed on or prior to Supplier's acceptance of such termination shall be accepted and paid for in full by Buyer.

7. Limited Warranty. Supplier warrants that all Product: (1) conforms to Supplier's specifications for that Product that are in effect on the date of shipment or conforms with the description contained in an expressly accepted Buyer's PO, the quality and agreed to specifications stated or incorporated as a schedule, by reference or otherwise, and (2) is merchantable and free of defect.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY. SUPPLIER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OR FITNESS FOR A PARTICULAR PURPOSE.

8. Force Majure. Supplier's failure to deliver Product by reason of any of the following and such event shall not constitute an event of default or breach of any terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of the defaulting Party. Supplier shall promptly notify Buyer of any such delay and its cause.

9. Limitation of Liability. Buyer hereby waives any right it might otherwise have to seek consequential damages from Supplier, including delay damages. Supplier's maximum liability to Buyer for any and all claims and causes of action whether it be breach of contract, breach of warranty, negligence or indemnification, but not including intentional torts, shall be limited to and shall not exceed the amount of money that Buyer previously paid to Supplier concerning the Product at issue in the dispute, or replacement of the Product, whichever Supplier chooses at its sole discretion. If Buyer desires a higher liability limitation amount or removal of the liability limitation amount altogether, Buyer should contact Supplier prior to the sale and a higher Product sales price will be negotiated. Supplier shall not be responsible for any defect in Product that is created after the Product is shipped from Supplier, including Product subjected to misuse, misapplication, neglect, accident or improper handling or storage or which has been altered or misbranded by anyone other than Supplier or its authorized representative or modifications to or adaptations of the Product made by Buyer or others. In addition, Supplier shall not be liable on any claim for non-conforming Product which is not made within thirty (30) days after such Product has been received by Buyer.

10. Time Limit for Lawsuit. Any lawsuit filed by Buyer against Supplier must be filed no later than one year after Buyer's purchase of the Product at issue or be forever barred.

11. Governing Law/Venue/Attorney Fees. Any dispute, claim or controversy arising out of, or between the Parties concerning this Agreement shall be governed by the law of the State of Washington; venue for a lawsuit shall be in King County, Washington; and the prevailing party shall be entitled to an award of reasonable attorney fees and costs. There shall be only one prevailing party. The prevailing party shall be the one party in whose favor a monetary judgment is awarded after netting all claims and counterclaims.

12. Miscellaneous.

12.1 Failure of Supplier to insist upon performance of any provisions of these Terms or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

12.2 If any term, provision, undertaking or restriction contained in these terms and conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.3 Any notice or request required or permitted to be given in connection with these terms and conditions shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, by express delivery service to the address set forth on Supplier's purchase order or to any other business address furnished in writing by the intended recipient to the sender or by any means that produces written confirmation of delivery to the intended recipient. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.

12.4 Section headings are for convenience only and are not to be construed as part of this Agreement.

I AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AND CERTIFY THAT ALL OF THE INFORMATION PROVIDED TO SUPPLIER IS CURRENT AND ACCURATE.

Name Printed

Date

Signature

Title

PERSONAL GUARANTEE

The undersigned, in consideration of Supplier's extension of credit to Buyer, personally guarantees to Supplier, payment of all existing and future obligations and debt of Buyer to Supplier per the terms of the credit application. This personal guarantee shall apply not only to transactions between Supplier and Buyer, but also to transactions between Supplier and: (1) any company or entity that results from the incorporation, formation, merger or other form of reorganization of Buyer; (2) Buyer's successor; and (3) any company or entity in which the undersigned owns or holds an ownership interest at the time of the transaction(s) at issue. This is a continuing guarantee and shall remain in force until: (1) Supplier receives written notification of cancellation, and (2) Supplier provides the undersigned with written acknowledgment of cancellation. Cancellation shall not affect any obligation arising hereunder prior to receipt of cancellation notice. The undersigned agrees to pay all costs, expenses and attorney fees incurred by Supplier if legal action is taken to enforce this personal guarantee.

Name Printed

Date

Signature

Date of Birth or SSN

Address

Phone Number

Name of Spouse

Spouse's Date of Birth or SSN