



CREDIT APPLICATION

PLEASE RETURN TO:
Pacific Metal Co.
ATTN: Credit Dept.
10700 SW Manhasset Dr.
Tualatin, OR 97062
Ph (503) 454-1051 Fax (503) 454-1065

Date: _____

Name of Company _____ Specific Type of Business _____
Street Address _____ City _____ State _____ ZIP _____ Phone _____
Billing Address _____ City _____ State _____ ZIP _____ FAX _____
Payables Email _____
AP Contact _____ Email _____

Credit Line Requesting _____ **If purchases are for resale, please enclose tax exempt certificate.**

Sole Proprietor Partnership Limited Liability Co. Corporation Subsidiary of: _____

If Partnership, Limited Liability Co. or Corporation: Date Organized: _____ State: _____

OWNER'S, PRINCIPAL PARTNERS, OFFICERS', MEMBERS' AND MANAGERS' NAMES AND ADDRESSES:

Name _____ Title _____
Home Address _____
Name _____ Title _____
Home Address _____
Name _____ Title _____
Home Address _____

Name of purchasing agent _____ Phone: _____

Are purchase orders required? YES NO

What are your terms to your clients? _____

Have you ever done business with Pacific Metal Co. in the past? YES NO Which branch? _____

Bonding company generally used: Name: _____ Phone: _____
Address: _____

BANKS USED:

Business Account At _____ Branch _____ Account No. _____
Address _____
Savings Account At _____ Branch _____ Account No. _____
Address _____
Other /Type _____

LIST OF CURRENT CREDITORS: (Attach an additional sheet if necessary)

Name	Address	City	State	Zip	Phone
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____

PORTLAND
10700 SW Manhasset Dr.
Tualatin, OR 97062-8608
(503) 454-1051
FAX (503) 454-1065

BOISE
10950 Executive Drive
Boise, ID 83713-8940
(208) 323-8045
FAX (208) 322-6453

SPOKANE
N 2206 Dollar Road
Spokane, WA 99212-1459
(509) 535-0326
FAX (509) 535-3520

EUGENE
920 S. Danebo Ave.
Eugene, OR 97402-2797
(541) 485-1876
FAX (541) 485-8217

BILLINGS
1630 South 32nd St. West
Billings, MT 59101
(406) 245-2210
FAX (406) 245-8589

AGREEMENTS, TERMS AND CONDITIONS

1. CUSTOMER'S ACCEPTANCE OF TERMS: Pacific Metal Company, shall hereinafter be referred to as "PACIFIC METAL", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from PACIFIC METAL, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. PACIFIC METAL hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by PACIFIC METAL. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of PACIFIC METAL.
 2. THE OPEN CREDIT ACCOUNT: PACIFIC METAL reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by PACIFIC METAL and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER's account. Unless CUSTOMER notifies PACIFIC METAL in writing within five (5) days of any unauthorized use of CUSTOMER'S credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER'S account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.
 3. OPEN ACCOUNT PAYMENT TERMS: All sums owing PACIFIC METAL by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written quotation signed by PACIFIC METAL and CUSTOMER, or on PACIFIC METAL's invoice. In the absence of such express terms and conditions, PACIFIC METAL's terms for CUSTOMER will be Net 30 days. CUSTOMER agrees to notify PACIFIC METAL in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered.
 4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by PACIFIC METAL to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided PACIFIC METAL are true and correct, and will provide PACIFIC METAL such documents, from time to time upon request. CUSTOMER represents to PACIFIC METAL that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. PACIFIC METAL is authorized to check CUSTOMER'S credit background.
 5. DEFAULT: Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, CUSTOMER agrees to reimburse and pay PACIFIC METAL for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by PACIFIC METAL in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.
 6. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of PACIFIC METAL'S terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of PACIFIC METAL to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.
 7. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to PACIFIC METAL within 5 days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade. After such 5 day period, CUSTOMER shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, CUSTOMER shall have no right to reject the goods for any reason or to revoke acceptance. CUSTOMER hereby agrees that such 5 day period is a reasonable amount of time for such inspection and revocation.
 8. CANCELLATION AND RETURNS: CUSTOMER may not cancel any order of goods without PACIFIC METAL's express, written consent. Any cancellation so authorized shall be subject to a cancellation charge of 15% at PACIFIC METAL's sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in PACIFIC METAL's inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for returned goods shall be at the sole discretion of PACIFIC METAL.
 9. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of PACIFIC METAL's extension of credit, this agreement is to be construed under the laws of the State of Oregon, and that if legal action is brought to enforce this agreement, that Washington County, Oregon, shall be the exclusive jurisdiction and legal venue for said action, unless PACIFIC METAL initiates said legal action concurrently against other parties to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Oregon Civil Code or Code of Civil Procedure in order for PACIFIC METAL to enforce such statutory rights.
 10. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of PACIFIC METAL, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of PACIFIC METAL.
 11. SEVERABILITY: If any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 12. NON-WAIVER BY PACIFIC METAL: No waiver of any term, provision or other condition of this agreement by PACIFIC METAL, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this agreement.
 13. ACCEPTANCE / ENFORCEABILITY OF COPIES: CUSTOMER agrees that PACIFIC METAL may, at PACIFIC METAL's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to PACIFIC METAL, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to PACIFIC METAL. CUSTOMER, and Guarantor (if applicable), consent to PACIFIC METAL's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of PACIFIC METAL provides prior written consent thereto.
- THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THIS APPLICATION. **OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.**

Company Name Date

Signature of Owner/Officer/Authorized Agent Print Name/Title

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to CUSTOMER by PACIFIC METAL and as an inducement to PACIFIC METAL to continue to extend credit to said CUSTOMER, the undersigned (hereinafter "GUARANTORS") jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to PACIFIC METAL by said CUSTOMER, as a result of PACIFIC METAL's extension of credit, including attorneys' fees and costs which may be incurred by PACIFIC METAL to enforce this Guaranty and / or to enforce its claims against CUSTOMER.

GUARANTORS agree to hold PACIFIC METAL harmless from any loss, damage, and expenses caused or arising out of default on the part of CUSTOMER. PACIFIC METAL may proceed against GUARANTORS without being required to first proceed against the CUSTOMER, and PACIFIC METAL may proceed against any one of the GUARANTORS without waiving its rights to proceed against any of the remaining GUARANTORS. GUARANTORS waive notice of the following: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line and default of CUSTOMER.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to PACIFIC METAL not to make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by PACIFIC METAL by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Application and Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

Upon signature of the "Continuing Personal Guaranty" section, I hereby authorize PACIFIC METAL to obtain a consumer credit report.

SELF _____
Are you married? Yes ___ No ___ If married, spouse must also sign.

SELF _____
Are you married? Yes ___ No ___ If married, spouse must sign.

SPOUSE _____

SPOUSE _____

ADDRESS _____

ADDRESS _____
