



WESTERN
Oregon Door

**CREDIT APPLICATION
FOR COMMERCIAL ACCOUNT ONLY**

P.O. Box 1960 • Winston, OR 97496 • (800) 722-7269 • FAX (541) 679-5063 • www.oregondoor.com

ORIGINATING BRANCH _____

SALESMAN _____

This statement for the sole purpose of establishing a line of credit with WESTERN OREGON DOOR or any of its divisions, subsidiaries or assigns, and the information herein contained is complete and truthful. WESTERN OREGON DOOR has the authority to obtain financial information as necessary in establishing and maintaining this requested line of credit.

ANTICIPATED CREDIT NEEDS: \$ _____ PER MONTH

| | | |
|--|-------------------|---|
| BUSINESS NAME | | TELEPHONE AREA () |
| STREET ADDRESS | P.O. BOX | FAX AREA () |
| CITY | STATE | ZIP CODE |
| OWNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION | TYPE OF BUSINESS | CONTRACTOR'S LICENSE NUMBER: _____ STATE: _____ |
| HOW LONG IN BUSINESS YEARS: _____ DATE STARTED: _____ | DATE INCORPORATED | RESALE TAX NO. <small>NOTE: FOR TAX EXEMPTION, A CURRENT RESALE CERTIFICATE MUST BE ATTACHED.</small> |

OWNERS/OFFICERS

| | | |
|-----------|-------|---------------------|
| FULL NAME | TITLE | SOCIAL SECURITY NO. |
| ADDRESS | | DATE OF BIRTH |
| FULL NAME | TITLE | SOCIAL SECURITY NO. |
| ADDRESS | | DATE OF BIRTH |

CURRENT BANK REFERENCE

| | | |
|----------------------|------------------|---------------------------|
| BANK NAME | ADDRESS | BRANCH |
| FULL NAME OF BANKER | | TELEPHONE AREA () |
| CHECKING ACCOUNT NO. | LOAN ACCOUNT NO. | |

TRADE SUPPLIERS/CREDITORS

| NAMES | ADDRESSES | TELEPHONE FAX |
|-------|-----------|------------------|
| 1) | | TELEPHONE FAX |
| 2) | | TELEPHONE FAX |
| 3) | | TELEPHONE FAX |

THE TERMS AND CONDITIONS OF SALE ON PAGE 2, INCLUDING WARRANTIES EXCLUSION AND LIABILITY LIMITATIONS, ARE A MATERIAL PART OF THE OFFER OR ACCEPTANCE BY SELLER AND ARE INTENDED AS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS ON ANY RESULTING CONTRACT WITH BUYER. NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS SHALL BE BINDING ON THE SELLER UNLESS ACCEPTED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER.

Buyer's acceptance shall not include any different or additional terms and Buyer expressly waives supplemental or additional terms that might be applied in case of conflict of material terms. To the extent that there is an acceptance or confirmation, it is expressly conditioned on acceptance of the Terms and Conditions of Sale by Buyer.

Applicant's signature attests authority, financial responsibility, ability, and willingness to pay WESTERN OREGON DOOR invoices in accordance with the Terms and Conditions of Sale set forth on the reverse side of this document and incorporated fully herein. Applicant has read and fully understands said Terms and Conditions of Sale, and acknowledges receipt of a copy thereof.

(PLEASE SEE OTHER SIDE)

COMPANY: _____ BY: _____
(AS AN INDIVIDUAL GUARANTOR)

BY: _____
(OWNER OR CORP. OFFICER)

TITLE: _____ DATE: _____

DATE: _____

1. **PRICE.** The price stated includes only the goods specified and only for the period stated. If an offer is not received within the stated time, Seller reserves the right to increase the price in good faith in an amount sufficient to cover increases and materials and labor costs. Unless otherwise stated, the price does not include any duty or federal, state or local taxes which are, or may hereafter be, applicable.

Should Seller's present costs or materials and/or labor rate be increased prior to completion of the work proposed herein, or should the Buyer change the specifications, or if overtime work is requested by Buyer, the resulting increase plus normal overhead and profit charges shall be paid by Buyer in addition to the above-quoted price.

2. **PAYMENT; SECURITY INTEREST.** Unless otherwise expressly provided, our terms of sale are 2%, 10 days after date of invoice. Late charges of 1-1/2% per month or 18% per annum will be imposed on all past due accounts.

Seller will retain a purchase money security interest in the goods later acquired and later described in Seller's invoices as well as the products and proceeds thereof, to secure all liability now existing or hereafter arising from the Buyer to the Seller (with the right of repossession). Buyer agrees to execute all instruments reasonably required by Seller to evidence and perfect that security interest.

3. **TAXES.** Unless otherwise specified, any sales and/or use taxes, or similar taxes, imposed by federal, state, county or municipal authority, upon Seller's transfer and delivery of the property to the Buyer, shall be added to the quoted price and be paid by the Buyer.

4. **LIABILITY FOR DELIVERY; DELAYS.** Seller shall not be liable for any delay in delivery or any failure to deliver due to causes beyond Seller's control, including without limitation, acts of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lock-outs, or other labor difficulties, machinery breakdowns or shortages of, or inability to obtain shipping space or transportation or delays attributable to the Buyer or its agents in securing priorities for obtaining the material or furnishing approved drawings or other information necessary to Seller in order to proceed with detailed shop drawings.

Should Seller be prevented in any way from continuously performing the work herein contemplated through no fault of its own, the Buyer shall pay to Seller any additional costs resulting therefrom. In the event Buyer directs Seller to discontinue its work at any stage, Buyer will pay Seller in full for such portion of the work as may have been performed.

5. **SHIPPING CHARGES.** Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling demurrage or similar charges. If such charges are, by the terms of the sale, included in the price, any increase in rates becoming effective after the date hereof shall be for the account of the Buyer.

6. **WARRANTIES.** WESTERN OREGON DOOR (Seller), warrants that all products sold hereunder shall be free from defects in material and workmanship.

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR APPLICABLE PRODUCT WARRANTIES PUBLISHED AND SO DESIGNATED BY SELLER. In the case of wood door warranty claims, BUYER'S remedy shall be subject to the terms and condition of the STANDARD DOOR GUARANTEE, as published by the National Woodwork Manufacturer's Association. Warranty claims on all other doors shall be subject to the warranty published by the original manufacturer.

BUYER shall notify SELLER immediately of any defective product or products not meeting specifications. SELLER will be given a reasonable opportunity to inspect materials prior to return.

BUYER'S REMEDY AND SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT AT ORIGINAL POINT OF DELIVERY, REPAIR OF, OR REFUNDING THE PURCHASE PRICE OF ANY DEFECTIVE PRODUCT OR PRODUCTS NOT MEETING SPECIFICATIONS, AT SELLER'S OPTION. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES FOR BREACH OF WARRANTY OR FOR NEGLIGENCE. ANY COURSE OF DEALING BETWEEN THE PARTIES TO THE CONTRARY, NOTWITHSTANDING. ANY CLAIMS OF BREACH OF WARRANTY OR NEGLIGENCE, FAILURE OR DELAY IN DELIVERY OR OTHERWISE SHALL BE DEEMED WAIVED BY BUYER UNLESS PRESENTED IN WRITING TO SELLER WITHIN SIXTY (60) DAYS FROM DATE OF DELIVERY.

7. **INSPECTION AND ACCEPTANCE.** Buyer shall promptly inspect the goods upon receipt and shall notify Seller in writing of any non-conformity or defect within ten days of physical receipt or no credit will be issued.

8. **DEFECTIVE GOODS.** If any portion of the goods delivered to Buyer is defective or otherwise not in accordance with contract specifications, Seller shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Seller without Seller's written consent. In no event shall Seller be liable for the cost of processing, lost profits, injury to goodwill or other special or consequential damages. All claims, of whatever nature, made by the Buyer, must be taken up with the Seller by written notice at the time cause for charge is discovered and responsibility proven, otherwise no allowance on account of such claim will be made.

9. **RETURN GOODS POLICY.** Return goods are limited to those materials supplied by Western Oregon Door and returned by the original purchaser.

Permission to return materials is generally required in writing in advance although we realized it is not always practical or possible to do so. All returns will, however, be accepted subject to the following terms and conditions.

A. **Proof of Purchase.** Western Oregon Door will refuse the return of all materials unless proof of purchase (invoice copy or number) is provided at the time of return.

B. **Condition of Material.** Unless otherwise noted, material over twelve (12) months old or which show excessive age or job wear, are non-returnable.

1. Stock Material in new and unused condition will be accepted subject to a restocking charge plus any inbound or outbound freight, if applicable.

2. Special Order material is non-returnable.

3. Allegedly defective material will be credited in the full invoice amount only after inspection and approval from the manufacturer. If the manufacturer's inspection reveals the product not to be defective, it will be returned to the customer, freight collect, with no credit issued.

4. Claims for damaged, broken, or missing materials must be presented in writing within ten days of physical receipt or no credit will be issued.

10. **REVOCATION OF CREDIT.** If, by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke credit if Buyer fails to pay for any goods previously delivered when due or if in the judgment of Seller there has been a material adverse change in Buyer's financial condition and thereupon Seller shall have the right to demand payment or other assurance which it deems adequate, before shipment of any further goods.

11. **INTEGRATION.** THIS AGREEMENT CONSTITUTES A FINAL, WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY SELLER'S AGENT THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN AGREEMENT SHALL BE GIVEN NO FORCE AND EFFECT.

12. **NO ORAL MODIFICATION.** THIS CONTRACT MAY NOT BE MODIFIED OR TERMINATED ORALLY. NO CLAIM MODIFICATION, TERMINATION OR WAIVER OF ANY OF ITS PROVISIONS SHALL BE VALID UNLESS IN WRITING SIGNED BY SELLER'S DULY AUTHORIZED REPRESENTATIVE.

13. **FREIGHT DAMAGE OR LOSS IN TRANSIT.** The Buyer bears all risk of loss and/or damage from the time the merchandise is delivered to carrier or to Buyer's own transport.

14. **MISCELLANEOUS.** This contract shall be governed by and construed according to the laws of the State of Oregon.

In case suit or action is brought by either party hereto because of any breach of the terms hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees on appeal.



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Firm Name: _____

I HEREBY CERTIFY,
That I hold valid Seller's Permit No. _____
issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

_____ that the tangible personal property described herein which I shall purchase from:

_____ will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: _____

Dated: _____ 19 _____ Signature _____

at _____ By and Title _____

Phone _____ Address _____