



**CORPORATE OFFICE**  
 30011 Leghorn Lane  
 Eugene, OR 97402  
 541 744 3838  
 855 548 7467

**VANCOUVER PLANT**  
 3825 NE 68th Street  
 Vancouver, WA 98661

## Credit Application

Company Information:			
Customer Legal Name: (hereinafter "Customer")		DBA:	
Parent Company, if applicable:	Main Phone Number:	Fax Number:	
Billing Address:		Shipping Address:	
Type of Company: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____			
Year Business Started:	State of Formation:	Federal Tax ID:	Sales Tax ID:
Sales Tax Exemption: <input type="checkbox"/> No <input type="checkbox"/> Yes (provide certificate)		Requested Credit Amount:	Estimated Purchase per Month:
Bankruptcy: Has the company ever filed for Bankruptcy or for Assignment for Benefit of Creditors? If yes, please provide details below: Debtor: _____    Date Filed: _____    Court: _____    Case #: _____			
Ownership: Complete for all Owners, Shareholders, Members, or Partners			
Title	Name	Ownership %	
Contact Information: List approved Purchasing & Accounting Contacts			
Title	Name	Phone	Email
Email for Invoices:			



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**References: A minimum of one Bank Reference and three Trade References are required**

Bank Name:	Address:	Phone Number:	Fax Number:
Account Number:	Bank Contact Name & Title:	Bank Contact Phone Number:	Bank Contact Email:
Bank Name:	Address:	Phone Number:	Fax Number:
Account Number:	Bank Contact Name & Title:	Bank Contact Phone Number:	Bank Contact Email:
Trade Reference:	Address:	Phone Number:	Fax Number:
Account Number:	Contact Name & Title:	Contact Phone Number:	Contact Email:
Trade Reference:	Address:	Phone Number:	Fax Number:
Account Number:	Contact Name & Title:	Contact Phone Number:	Contact Email:
Trade Reference:	Address:	Phone Number:	Fax Number:
Account Number:	Contact Name & Title:	Contact Phone Number:	Contact Email:
Trade Reference:	Address:	Phone Number:	Fax Number:
Account Number:	Contact Name & Title:	Contact Phone Number:	Contact Email:

**Terms & Conditions:**

(Effective August 1, 2022)

These Terms and Conditions of Sale (“Terms”) govern the sale of certain materials, equipment, services, or other items (hereafter “Goods”) identified in the accompanying purchase order, estimate, or proposal (collectively the “Order”) by Mohawk Metal Company (“Mohawk”) from you (“Purchaser”). Mohawk and Purchaser are also identified each as a “Party” and together as “the Parties.”

- Entire Agreement.** By placing an Order with Mohawk or otherwise doing business with Mohawk, Purchaser expressly agrees to be bound by these Terms, and expressly agrees that no other terms or conditions (whether written or oral) shall apply to any Order and that any additional or conflicting terms in any other documents will be disregarded, unless signed by Mohawk. These Terms supersede all prior or contemporaneous oral or written agreements or communications regarding the Order.
- Acceptance.** Mohawk shall have no obligation to Purchaser until such time as Mohawk agrees to accept the Order, either by providing written acknowledgement of the Order in the affirmative or by delivering all of Goods identified in the Order (the “Acceptance”). No other communication, written correspondence, or action (including partial performance or providing samples) shall be deemed to be an Acceptance by Mohawk.
- Price and Payment Terms.** Mohawk agrees to sell to Purchaser the Goods at the price set forth in the Order (the “Purchase Price.”) Unless otherwise

specified in the Order, payment is due within 30 days from receipt of the invoice or within 30 days from the delivery of the Goods, whichever is earlier.

4. **Taxes.** All prices, quotes, and estimates, including without limitation the Purchase Price, exclude all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Goods (“Applicable Taxes”). Unless we agree to an express provision to the contrary, Purchaser shall be responsible to pay all Applicable Taxes or reimburse Mohawk for any Applicable Taxes Mohawk pays related to the Goods. Mohawk’s failure to charge or collect Applicable Taxes when due shall not relieve Purchaser of its obligation in this paragraph.
5. **Deposit.** Mohawk reserves the right to require Purchaser to pay some or all of the Purchase Price prior to beginning performance (the “Deposit”). Any Deposit requirement shall be set forth in the Order. Mohawk shall have no obligation to perform until after receipt of the Deposit.
6. **Material Escalation.** All prices, quotes, and estimates, including without limitation the Purchase Price, are subject to automatic increase without prior notice by an amount equal to price increase(s) and/or surcharge(s) charged to Mohawk by its supplier(s) at any time between Acceptance of an Order and the date delivery.
7. **Interest.** Interest on any outstanding invoices shall accrue interest at the rate of 1.5 percent per month, from the date due until paid.
8. **Delivery.** Mohawk shall provide an estimate for the date of delivery of the Goods (the “Delivery Date”). Purchase acknowledges that the Delivery Date is an estimate and that the actual date of delivery of the Goods is subject to change for any reason whatsoever, including without limitation *force majeure* events, disruption in global markets, or other “supply chain” issues. Purchase expressly acknowledges that time is not of the essence for delivery of the Goods, but rather Mohawk agrees to use reasonable efforts to meet the Delivery Date whenever practical. Delivery shall be made at a location of Purchaser’s choosing. Purchaser shall bear the cost and risk of delivery of the Goods.
9. **Cancellation By Purchaser.** Following Acceptance of an Order, Purchaser may not cancel or modify the Order, in whole or in part, without written agreement by Mohawk. If Purchaser cancels an Order at any time prior to delivery, Mohawk shall make all efforts to cancel any orders, return any portion of the Goods as practical, or find substitute purchasers for the Goods. Upon cancellation, however, Purchaser shall be liable to Mohawk for its actual loss, including overhead and administrative costs.
10. **Cancellation by Mohawk.** Company may, in its sole discretion, without liability or penalty, delay shipment or cancel any purchase order placed by Purchaser and accepted by Mohawk, in whole or in part, for any reason whatsoever. If Mohawk cancels an Order, Mohawk shall refund any down payment or partial payment received from Purchaser.
11. **Nonconforming Goods.** Purchaser shall have five (5) calendar days after delivery to inspect the Goods (the “Inspection Period”). If Purchaser notifies Mohawk within the Inspection Period that the Goods shipped are different than as identified in the Order, do not match the specification in the Order, or are otherwise defective (hereafter “Nonconforming Goods”), Mohawk shall immediately replace such Nonconforming Goods; repair the condition that make the Goods nonconforming; or credit or refund the price for such Nonconforming Goods. Notwithstanding the foregoing, any delivery of Goods that varies in quantity or weight by less than 10 percent of the quantity or weight set forth in the Order shall not be considered Nonconforming Goods. **FAILURE TO NOTIFY MOHAWK OF NONCONFORMING GOODS WITHIN THE INSPECTION PERIOD SHALL BE DEEMED ACCEPTANCE OF THE GOODS BY PURCHASER AND SHALL BE DEEMED AN EXPRESS WAIVER OF ANY CLAIM OR ASSERTION THAT THE GOODS WERE NONCOMFORMING AT THE TIME OF DELIVERY.**
12. **Limited Warranty.** Mohawk warrants to Purchaser that the Goods will be free from defects in workmanship and materials for a period of one year beginning on the date of delivery of the Goods (“Warranty Period”). During the Warranty Period, upon notice by Purchaser, Mohawk shall repair or replace any Goods that fail or are otherwise determined to be defective. Mohawk extends this limited warranty only to the original purchaser of the Goods and this limited warranty is not transferrable and it does not extend to any subsequent purchaser or other transferee of the Goods. This limited warranty does not cover (after delivery) any damage or defects due to transportation or storage of the Goods; external causes such as abuse, misuse, accidents, or other actions or events beyond Mohawk’s reasonable control; unauthorized alterations or repairs; failure to properly install, field verify, service or repair the Goods; or normal wear and tear. This limited warranty does not cover goods sold by Mohawk but not manufactured by Mohawk. **THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED. MOHAWK MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE, OR OF CONFORMANCE OF ANY GOODS WITH ANY SAMPLE.**
13. **Limitation of Liability.** Under no circumstance (including without limitation our delay or failure to deliver Goods or cancellation of an Accepted Order) shall Mohawk be liable for any indirect, incidental, or consequential loss or damage (including without limitation loss of income or profits), in any way arising out of or resulting from the delivery of the Goods, breach of the Limited Warranty, or any other failure by Mohawk to perform any obligations under these Terms. **THE TOTAL LIABILITY OF MOHAWK FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR THESE TERMS FROM ANY CAUSE WILL NOT EXCEED THE AGGREGATE PAYMENTS MOHAWK RECEIVED FROM PURCHASER FOR THE GOODS GIVING RISE TO THE**



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**CLAIM.**

- 14. **Indemnification.** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold Purchaser harmless for, from and against any demands, claims, fines, penalties, losses, damages, and expenses, including without limitation reasonable attorney fees, related to or arising out of Purchaser’s use of the Goods.
- 15. **Attorney Fees.** In any court proceeding, arbitration, legal action, or other proceeding arising out of or related to these Terms, the prevailing party shall be entitled to recover reasonable attorney fees, expert witness fees, deposition costs, and other costs, both at trial and on appeal.
- 16. **Waiver.** No waiver of any rights or remedies shall be binding on either Party unless set forth in a written waiver signed by the Party. Any delay in enforcing or any failure to enforce any provision of these Terms will not be deemed a waiver of any other or subsequent breach of these Terms.
- 17. **Modification and Severability.** These Terms may not be amended orally, by course of dealing or by usage of trade, and any modification or amendment to these Terms must be in writing. If any provision in these Terms is found to be unenforceable, that will not invalidate the remainder of these Terms.

**Choice of Law and Jurisdiction.** Terms and any action related to them will be governed and interpreted by and under the laws of the State of Oregon, without giving effect to any principles that provide for the application of the law of another jurisdiction. All disputes, claims, and controversies arising from or relating to these Terms shall be submitted to litigation in the courts of Lane County, Oregon or the U.S. District Court for the District of Oregon, in Eugene, Oregon, as applicable. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS.**

**Acknowledgement:**

- Completing this Application does not guarantee approval of any credit.
- Any approval of credit will be sent to Customer by the credit department of Mohawk.
- Any credit approved by Mohawk may, in Mohawk’s sole discretion, be reduced or terminated at any time.
- By signing this Application, the person signing below and Customer:
  1. Represent that the information provided in this Application is true, accurate and complete
  2. Represent that the person signing this Application has the authority to do so on behalf of Customer
  3. Authorize Mohawk to conduct such investigations and obtain such information from any references provided at any time, whether prior to or after approval of this request for credit, for the purpose of establishing or modifying the credit limit for Customer
  4. Consent to receive information about products, services, quotes, invoices, customer relations and other communications from Mohawk via facsimile transmission and electronic mail (until such time as an authorized representative of Customer notifies Mohawk of an election to opt out)
  5. Acknowledge having read, understand, and agree to be bound by The Terms and Conditions for Sales Made by Mohawk Metal Co. set out on pages 2 - 4 of this Application
  6. Will notify Mohawk of any change in any of the information provided in this Application following a request at any time made by Mohawk.

Date:	Authorized Signature:
Title:	Printed Name: