



CREDIT APPLICATION

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EUGENE, OR 97402
541.744.3838

3825 NE68TH STREET
VANCOUVER, WA 98661
855.548.7467

INSTRUCTIONS:

In order for your application to receive consideration you must complete all parts of this application ("Application"). Mohawk Metal Co. ("Mohawk") reserves the right to deny this Application in its sole discretion and to terminate any credit arrangement at any time in its sole discretion.

PART I GENERAL INFORMATION

Customer Legal Name (<i>hereinafter "Customer"</i>)		Assumed Name (<i>DBA</i>)	
Billing Address (<i>Include City, State, Zip Code and County</i>)			
Shipping Address (<i>Include City, State, Zip Code and County</i>)			
Telephone Number		Fax Number	
Is Customer a subsidiary of another entity:	<input type="checkbox"/> No <input type="checkbox"/> Yes (<i>If Yes, Name of Parent</i>):		
Type of Enterprise (<i>Check appropriate box for Customer</i>):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (<i>Please specify</i>)			
Year Business Started	State of Formation	Federal Tax Identification Number	Sales Tax Identification Number
Sales Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes (<i>If Yes, Exempt Certificate Must be provided with this form</i>)			
Amount of Credit Requested:	\$	Estimated Purchase/Mo.	\$
Invoice Preference (<i>Check one box</i>):	<input type="checkbox"/> Mail <input type="checkbox"/> Fax No.		<input type="checkbox"/> E-mail

PART II OWNER/MANAGEMENT INFORMATION

A. OWNERS (*Complete for each owner, shareholder, member or partner. Attach additional pages as needed*)

Name	Title	% of Ownership	
Name	Title	% of Ownership	

B. PERSONS AUTHORIZED TO PLACE ORDERS

Name	Title	Telephone #	Fax #	E-Mail
Name	Title	Telephone #	Fax #	E-Mail

C. OFFICERS/MANAGERS *(Complete for each officer or manager. Attach additional pages as needed)*

Name	Title	Telephone #	Fax #	E-Mail
Name	Title	Telephone #	Fax #	E-Mail
Name	Title	Telephone #	Fax #	E-Mail
Name	Title	Telephone #	Fax #	E-Mail
Name	Title	Telephone #	Fax #	E-Mail
	Controller			
Name	Title	Telephone #	Fax #	E-Mail
	Accts. Payable			

**PART III
FINANCIAL INFORMATION**

A. BANK REFERENCES

Bank Name	Telephone #	Fax #
Address <i>(Including city, state and zip)</i>	Account/Loan #	

B. TRADE REFERENCES

Name	Telephone #	Fax #
Address <i>(Including city, state and zip)</i>	Account #	
Name	Telephone #	Fax #
Address <i>(Including city, state and zip)</i>	Account #	
Name	Telephone #	Fax #
Address <i>(Including city, state and zip)</i>	Account #	

C. BANKRUPTCY

Has any Bankruptcy Petition or Assignment for Benefit of Creditors ever been filed by or against Customer, or any of its owners, officers, directors or managers? No Yes *(If Yes, provide details below)*

Debtor:		Date Filed:		Court:		Case No.	
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PART IV
TERMS AND CONDITIONS-FOR SALES MADE BY MOHAWK METAL CO.

1. **GENERAL:** The Terms and Conditions herein established by Mohawk Metal Co. ("us", "we", "our") as may be amended by us from time to time ("Terms and "Conditions") apply to all dealings with our potential and actual customers ("you" and "your"), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a "Communication") or sale by us with respect to goods we sell ("Product(s)").
2. **ACCEPTANCE OF ORDERS.** No Communication is binding on us unless we actually receive it and we agree, either in writing or by delivery of Product(s) identified in such Communication, to accept it as an order for Product(s) (an "Accepted Order"). Any sample provided by us is not part of an Accepted Order.
3. **NO CANCELLATION:** Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose.
4. **PRICE INCREASES:** All prices are subject to automatic increase without prior notice by an amount equal to price increase(s) and/or surcharge(s) charged to us by our supplier(s) at any time between our acceptance of an Accepted Order and the date delivery is completed by us for any material we allocate to fulfill an Accepted Order.
5. **TAXES:** All prices are subject to 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 Product(s) ("Applicable Taxes"). Unless we agree to an express provision to the contrary, Applicable Taxes will be added to the price you pay. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment.
6. **PAYMENT TERMS.** Payment terms are set forth in invoices we issue to you. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payment terms, and/or (c), withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders.
7. **DATES OF DELIVERY:** Delivery dates specified in an Accepted Order or we may provide are approximate and subject to change, Product(s) availability, production schedules, and other prevailing conditions.
8. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within the time frames set forth in our Claims Policy (a copy of which you received) as the same may be amended by us from time to time ("Claims Policy"), or if no time frame is stated, then within five (5) calendar days following receipt of the Product(s) for which a claim is filed, of any non-conformance of the Product(s) with the Accepted Order. Any shipment varying by up to ten percent (10%) from the quantity or weight specified in the Accepted Order shall be deemed in compliance with the quantity or weight ordered.
9. **RETURNS:** Product(s) may not be returned for credit without our prior written approval. Our approval can be withheld in our sole discretion or we can impose terms and conditions for such approval, including but not limited to imposition of restocking charges.
10. **LIMITED WARRANTY:** We warrant that the Product(s) sold are in conformance with the standards set forth in our Claims Policy ("Limited Warranty"). **THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED. WE MAKE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE, OR OF CONFORMANCE OF ANY PRODUCT(S) WITH ANY SAMPLE. PRODUCT(S) SOLD BUT NOT MANUFACTURED BY US ARE NOT WARRANTED BY US, BUT ARE SOLD ONLY WITH THOSE WARRANTIES PROVIDED BY THE MANUFACTURER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
11. **FORCE MAJEURE:** If our performance of any obligation is delayed due to unavailability of Product(s) or any other cause beyond our reasonable control (a "Force Majeure") notwithstanding that such Force Majeure may have existed at the time of submission or acceptance of an Accepted Order, we shall not be liable and any portion of an Accepted Order not filled or shipped will be retained as an Accepted Order and delivered as soon as possible. However, we may elect to cancel the Accepted Order, without liability, if we believe that the Product(s) will not become available within a reasonable period of time as we so determine. We also reserve the right to apportion Product(s) among our customers in such manner as we consider equitable, and our determination shall be conclusive and binding on you without liability to us.
12. **LIMITATION OF OUR LIABILITY:** Your sole remedy for receipt of Product(s) not conforming to an Accepted Order or the Limited Warranty ("Non-Conforming Product(s)") is to file a claim under the Claims Policy. Under no circumstance (including without limitation our delay or failure to deliver Product(s) or our cancellation of an Accepted Order) shall we be liable for any loss (including without limitation loss of income or profits), cost, cover, damage, or expense incurred by you or any third party, or for which you or any third party may be liable, specific or contingent, direct or indirect, incidental or consequential, in any way arising out of and/or resulting from the delivery of Non-Conforming Product(s), our breach of the Limited Warranty or any other failure by us to perform any of our obligations to you. **OUR LIABILITY UNDER ANY CIRCUMSTANCE AND FOR ANY REASON (EXCEPT AS MAY BE EXCLUDED BY LAW) SHALL, AT OUR OPTION, BE TO REPLACE NON-CONFORMING PRODUCT(S) OR REFUND SO MUCH OF THE PRICE PAID OR PROVIDE A REASONABLE ALLOWANCE AS WE DETERMINE AND UNDER NO CIRCUMSTANCE SHALL OUR LIABILITY EXCEED THE PRICE WE CHARGE YOU FOR THE PRODUCT(S) INCLUDED IN AN ACCEPTED ORDER.** You shall indemnify and hold us harmless from and against any and all such liability, loss, cost, cover, damage and expense.
13. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys fees and administrative charges, we incur in endeavouring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
14. **EAR COMPLIANCE.** If Product(s) are exported by us, we provide the following statement: "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited."
15. **GOVERNING LAW:** The transactions between you and us are made in Oregon, shall be governed by the laws of Oregon, and you agree to submit exclusively to the jurisdiction and venue of the Courts of Oregon in Lane County, Oregon and the Federal Courts for the state of Oregon in Lane County, with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
16. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment of an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.
17. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
18. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms and Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and addressed as follows: (i) if intended for us, to our address for our Branch to which a Communication was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
19. **NO OTHER TERMS ACCEPTED.** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in a writing signed by us.
20. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other headings in these Terms and Conditions are for convenience of reference only, and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity or enforceability of any provision in these Terms and Conditions shall in no way effect the validity or enforceability of any other provision. **Rev 07/09**

**PART V
SIGNATURE**

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 page 3 of this Application, and (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.

Authorized Signature

Date:

Print Name:

Title: