

Eugene Fastener & Supply Company, Inc.

P.O. Box 2563 / 595 Wilson St
Eugene, OR 97402

Ph: (541) 342-5978 – Fax: (541) 342-1385 – email: accounting@eugenefast.com

Confidential Customer Information

Business Name: _____

Mailing Address: _____

Delivery Address: _____

City / State / Zip: _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

Billing Email: _____ **Date Business Established:** _____

If less than 1 yr., last employer: _____ **Length of employment:** _____

Owner / Principals: _____

Previous Owner/Principal if less than 1 yr: _____

Type of Organization: *Sole Prop.* _____ *Partnership* _____ *Corp.* _____

Fed. Tax I.D. Number: _____

Type of Business: _____

No. of Employees: _____ **Annual Sales:** _____

Previous account with us? *Yes* _____ *No* _____ **Under what name:** _____

Name and email address (for confirmation) of Authorized Purchasing Agents: _____

Credit References:

Bank: 1) _____ Phone: _____ Fax: _____

Trade: 1) _____ Phone: _____ Fax: _____

2) _____ Phone: _____ Fax: _____

3) _____ Phone: _____ Fax: _____

The Undersigned for the purposes of obtaining credit now and hereafter, herewith submit to Eugene Fastener and Supply Co. for their reliance thereon the following representations which are complete, accurate, and truthful. In the event of any substantial change in the following representations, the undersigned promises to immediately notify Eugene Fastener & Supply Co. 12501

The undersigned hereby authorizes and consents to any contact or inquiry regarding credit standing and any other financial information.

By: _____

Title: _____ **Date:** _____

Office use only:
Received by / method _____

TERM AGREEMENT:

In consideration of the Agreement of Eugene Fastener & Supply Co., Inc., (hereinafter referred to as EF&S) to sell merchandise on account to Applicant in accordance with the terms and conditions set forth below, Applicant hereby agrees to the terms and conditions set forth below.

Payment Terms: Upon approval of the Credit Department, the Applicant agrees to pay in accordance with EF&S established credit terms of net 30days. If any charges to this account become past due, Applicant agrees to pay, in addition to the sums owing, service charges of 1 1/2% per month.

Collection of Overdue Accounts: Applicant agrees to pay this account in full in accordance with the terms set forth above. If this account is placed in the hands of an attorney for collection or if an action is brought to collect the account or if any action is brought to collect the account or any portion thereof, Applicant agrees to pay court costs, collection charges and expenses, and a reasonable attorney's fee prior to and at trial and on any appeal.

Oregon law, without resort to its choice of law provisions, governs this contract. The parties consent to the jurisdiction of and venue in any applicable state or federal court located in Lane County, Oregon. This contract contains the entire Agreement between the parties pertaining to the sale of goods. No rule of construction resolving ambiguities against a party drafting a document shall apply to the interpretation or construction of this Agreement.

Other conditions: If Applicant is a sole proprietor or partnership and subsequently changes the form of its business, the principals of Applicant shall remain liable for all amounts due hereunder, whether incurred before or after the change in business form, unless EF&S agrees otherwise in writing. If Applicant is sold or otherwise transferred to new ownership, the obligation of the principals of Applicant on this account in effect prior to such sale or transfer shall continue unchanged with respect to all amounts due hereunder, whether incurred before or after said sale or transfer, unless EF&S agrees otherwise in writing. Applicant authorizes EF&S to obtain credit and financial information concerning Applicant, its principals and/or Guarantors at any time from any source. Applicant warrants that the person signing below on behalf of Applicant has carefully read and understands the foregoing application and terms and conditions and is authorized to agree to said terms and conditions by signing below.

Name of Applicant _____

By: X _____
(Authorized Signature)

Title _____ **Date** _____

PERSONAL GUARANTEE:

_____, (Guarantor) hereby individually and unconditionally guarantee full payment of all amounts which become due to Eugene Fastener & Supply, Co., Inc. (Company), and performance of the above terms and conditions, by Applicant. My liability under this Guarantee is continuing, and I guarantee Applicant's performance of all obligations to Company at all times. I hereby waive any notices to which I may otherwise be entitled in connection with this Guarantee and my obligations hereunder. Upon any default by Applicant or myself, I agree that the Company, in its sole discretion, may proceed against me to collect and recover the full amount against me without first proceeding against Applicant. I understand it is my responsibility to keep myself informed about Applicant's financial condition and about all circumstances bearing upon the risk of nonpayment by Applicant which a diligent inquiry would reveal. I also authorize the Company to make whatever credit inquiries that it deems appropriate in connection with this credit application or in the course of review, collection, refinancing or consolidation of any credit extended in connection with this application. I authorize and instruct any person or consumer reporting agency to compile and furnish Company and information that it may request in connection with this application, and agree that any such information shall remain the property of Company whether or not credit is extended. I hereby subordinate in favor of Company any claim, right, or remedy which Guarantor may now or hereafter have or acquire against Applicant or its assets, including claims arising out of the Guarantee. If any payment received by Company and applied against a guaranteed debt is subsequently recovered from or disgorged by Company for any reason, I agree that my obligations under the Guarantee will be reinstated, notwithstanding the earlier full satisfaction of the debt or termination of this Guarantee. I agree to pay all costs of collection, including attorney's fees if an attorney is engaged whether or not an action is commenced. This Guarantee binds my heirs, personal representatives, successors and assigns, although I may not assign my obligations under this Guarantee without the Company's express, written permission.

Individual signature _____ Relation to Applicant _____

Date _____ Social Security Number _____-_____-_____