

S.T.O. INDUSTRIES, INC.
Application for Credit



Account Manager _____

Legal Name of Applicant _____

Division or DBA _____

Billing Address _____ Phone _____

Shipping Address _____ Phone _____

Legal Entity:

Corporation Partnership Proprietorship No. of Employees _____ Fax _____

Limited Liability Company Other _____ SIC Code _____ State Registered _____

Type of Business _____ Length of Time in Business _____

<u>Officers or Owners Names</u>	<u>Title</u>	<u>Home Address</u>	<u>Phone</u>

Person to contact regarding:

Credit & Financial Matters _____ Title _____

Purchase Orders Required? Yes No Monthly Credit Requirement _____

Email: Order Confirmations? Yes No Email Address _____

Email: Invoices & Statements? Yes No Email Address _____

Trade References

<u>Company</u>	<u>City, State, Zip</u>	<u>Phone</u>	<u>Fax</u>

Bank _____ Address _____

Account # _____ Loan Officer _____ Phone _____

Business Credit Terms

Please be advised that all information will be held in strictest confidence. Upon Credit approval, a limit may be established at the sole discretion of S.T.O. Industries, Inc. (Creditor). Applicant authorizes Creditor to conduct a credit investigation and contact any/all references as provided.

Applicant's signature attests financial responsibility, ability, and willingness to pay Creditor invoices in accordance with the terms stated on each invoice. No terms or conditions on a Purchase Order differing from the terms of Creditor shall be accepted unless agreed on by Creditor in writing. Payments may be applied against open charges at the discretion of the Creditor. In the event that an account becomes delinquent, the applicant waives the right to a jury trial and the prevailing party is entitled to attorney fees, expenses, and costs for any action, suit, claim, arbitration, or appeal. Venue and jurisdiction of any legal action shall lie in King County, Washington.

Applicant agrees to notify Creditor of any changes in ownership or legal status of the business. Absent such notice, these terms (including the guarantee below) shall apply to any such business that is the result of a change in ownership or legal status. Until Creditor receives written notice by certified mail or any change in ownership or entity, applicant (and the guarantor) agrees to accept liability for all charges to the business conducted under the firm name or any name substantially similar thereto.

Should credit availability be granted by Creditor, all decisions with respect to the extension, continuation, or termination of credit shall be at the sole discretion of Creditor. Applicant also agrees to the following:

1. The terms of each sale shall be payment in 30 days.
2. Credit is extended for business purposes only
3. A finance charge of 1.5% per month on past due balances will be paid to S.T.O. Industries, Inc. by the undersigned.
4. The undersigned grants a security interest in tools, equipment, and construction supplies that are purchased, and agrees that title to such property shall remain in the name of S.T.O. Industries, Inc. as a security interest until the purchase price of same has been paid in full. The undersigned grants to S.T.O. Industries, Inc. the right to enter the debtor's business premises and pick up, without notice, any merchandise sold and delivered in the event the account becomes delinquent.
5. In the event the undersigned shall breach any of the terms and conditions of this agreement, including being late with payment, S.T.O. Industries, Inc. shall be entitled to a late fee of \$150.00 for each month and/or partial month the account is delinquent.
6. The undersigned will pay and perform the obligations hereunder, upon demand, without requiring any proceeding to be taken against the above named organization.
7. In the event of litigation and referral of S.T.O. Industries, Inc. claim to an attorney for collection, then the undersigned agrees to pay reasonable attorney's fees, expenses, and court costs.
8. All products are sold as-is and without warranty. The undersigned understands that S.T.O. Industries, Inc. disclaims all warranties of merchantability or fitness for a particular purpose. S.T.O. Industries, Inc. agrees to pass on – to the extent available – any manufacturers warranties to the buyer without recourse.
9. The undersigned waives any right to a claim of lost profits, consequential damages, or incidental damages regarding products purchased. The sole remedy for Seller's breach of the agreement is replacement of product sold to the undersigned.

Applicant certifies that the above information is true and correct to the best of their knowledge, agrees to be bound by all terms and conditions contained in this application, and further agree that a facsimile shall be as binding as an original signature.

Authorized Signature _____ Title _____ Date _____

Toll Free: 888.622.9319

Phone: 425.806.7337

Fax: 425.806.0195

PERSONAL GUARANTEE OF PAYMENT

In consideration of, and in order to induce S.T.O. Industries Inc. to extend credit to: _____ and _____ to furnish said organization with merchandise on account, the undersigned (and each of them if more than one) do jointly and severally guarantee to S.T.O. Industries Inc. and its successors and assigns, the faithful and prompt performance, payment and discharge of the above organization's account or accounts, now or hereafter incurred. S.T.O. Industries Inc. is authorized to obtain my individual credit history. Acceptance of this Guarantee and all other notices to which the undersigned may be entitled by law, are hereby waived. Presentment, protest and demand, and notice or protest demand of any and all instruments or agreements, and all other surety ship defenses are hereby waived. This Guarantee shall be binding upon the heirs, personal representatives; successors and assigns of each of the undersigned, and the benefits thereof shall extend to and include S.T.O. Industries Inc., its successors and assigns, and shall also inure to the benefit of any of S.T.O. Industries, Inc.'s associated, affiliated, and subsidiary companies. S.T.O. Industries Inc. may compromise and adjust any claim against the purchaser, or grant any indulgences without waiving S.T.O. Industries, Inc rights to insist on full performance as to any other claims it then have or which may accrue in the future without releasing the guarantor from any obligations.

Signature

Print or Type Name

Title

Phone Number

Date

Address

Social Security

City, State, Zip

RESALE CERTIFICATE

1. Name of Seller _____

2. Name of Buyer/Business _____

3. Address of Buyer _____
Street City, State Zip

4. Buyer's UBI/Revenue Registration Number _____

5. Buyer is in the business of _____

6. Types of items purchased for resale _____

I (the buyer) certify that I am purchasing the items listed on line 6 (please check appropriate box):

For resale in the regular course of business without intervening use in the regular course of business and that the resale certificate presented to S.T.O. Industries is valid for the purchases that will be made.

For use as an ingredient or component of a new article of tangible personal property to be produced for sale

*I acknowledge that I am solely responsible for purchasing within the categories listed on line 6. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects me to a penalty of **50 percent of the tax due**, in addition to the tax, interest, and any other penalties imposed by law.*

Print Name _____
Name of Person Authorized to Use Resale Certificate

Signature _____
Signature of Person Authorized to Use Resale Certificate

Effective Date _____