

**PRO-PLUS INTERNATIONAL**

PO Box 61746, Vancouver, WA 98666-1746 ph: (888) 750-7994 fax: (360) 750-7996

**COMMERCIAL CREDIT APPLICATION AND ACCOUNT AGREEMENT**

This application is for a commercial account that will not be used for personal, family or household purposes.

<u>Company's Full Legal Name:</u>			<u>Phone:</u>	<u>Fax:</u>
<u>Street Address:</u>			<u>City:</u>	<u>State:</u> <u>Zip:</u>
<u>Mailing Address, if different:</u>			<u>City:</u>	<u>State:</u> <u>Zip:</u>
<u>Contact Person For Billing:</u>		<u>Title:</u>	<u>Phone:</u>	
<u>Years In Business:</u>	<u>Purchase Order Required?</u> <small>Yes or No:</small>	<u>Credit Limit</u>	<u>Annual Sales:</u>	
<u>Sales Tax Exempt Number:</u>		<u>Federal Tax ID Number:</u>	<u>Number Of Employees</u>	
<u>Operating as a (check one):</u>				
<u>Sole Proprietorship:</u>		<u>Partnership:</u>	<u>Limited Liability Corporation:</u>	
<u>C-Corporation:</u>		<u>S-Corporation:</u>	<u>Other:</u>	
<u>Officers, Members or Partners:</u>				
<u>Name and Address</u>		<u>Title</u>	<u>Soc Security #</u>	
<u>Bank:</u> <u>Branch:</u> <u>Contact Person:</u> <u>Phone:</u> <u>Fax:</u>				
<u>Branch Address:</u>				
<u>Account Numbers and Types (Savings, Checking):</u>				
1.				
2.				
<u>Do You Currently Have a Line of Credit With This Bank? (Yes or No):</u> _____ <u>Financial Stmt</u>				
<u>Attched: yes/no</u>				
<u>Current Trade References:</u>				
<u>Name &amp; address</u>	<u>Contact Name</u>	<u>Fax #:</u>	<u>Phone #:</u>	<u>Yrs as Supplie</u>
1.				
2.				
3.				
<p>The undersigned ("Purchaser") authorizes Pro-Plus Fasteners, Inc. ("Pro-Plus") to verify the information, obtain commercial and consumer credit reports from time to time, and to inquire of the trade and bank references provided in this application. Pro-Plus may make inquiries regarding, and Purchaser authorizes any consumer reporting agency to furnish a credit report under other names or aliases and key personnel of Purchaser. This Commercial Credit Application and Account Agreement in no way obligates Pro-Plus to extend such credit. Such extensions of credit shall be governed by the terms and conditions attached as part of this application to which the Purchaser acknowledges and with which the Purchaser agrees.</p>				
<p>-----</p> <p>The Purchaser hereby certifies that all statements made in and pursuant to this application are true and correct:</p>				

1. \_\_\_\_\_  
Signature Title Date

2. \_\_\_\_\_  
Print

**PLEASE SIGN AND RETURN ALL 4 PAGES**

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**Pro-Plus International Account Agreement (Terms and Conditions)**

Pro-Plus International is a dba of Pro-Plus Fasteners, Inc.

1. Prices are F.O.B. Pro-Plus, unless other arrangements are made, and are subject to change without notice. Minimum invoice order amount is \$10, which is waived for back-orders.
2. A finance charge of 1-1/2% (18% per annum) will be assessed on all past due accounts beginning at 45 days from invoice date, plus reasonable attorney fees and any other expenses, if incurred, to enforce collections of original invoice amounts and/or other charges.
3. Prices are C.O.D. unless a credit application has been submitted and approved. If credit is approved terms are net 30 days, unless other arrangements have been made in writing. At 45 days (2 weeks past due) finance charges will be applied, and the account may covert to C.O.D.
4. If Purchaser fails to make any payment when due, Pro-Plus may terminate this Agreement without notice. Termination shall not affect Purchaser's liability for any existing balance and any material on order.
5. All shipments are carefully inspected and counted before leaving the warehouse. Please inspect carefully on receipt of merchandise, noting any discrepancies or damage on the freight bill at the time of delivery. Discrepancies or damage which obviously occurred in transit are the carrier's responsibility, and related claims should be made directly to the carrier.
6. Returned goods must be authorized in advance, and may be subject to a 20% restocking charge.
7. Purchaser agrees to provide Pro-Plus with prompt written notice of any change in Purchaser's name, address, ownership or form of business entity. Any notice required shall be in writing and shall be delivered by certified mail to Pro-Plus International, PO Box 61746, Vancouver, WA 98666-1746.
8. This Agreement may be amended from time to time by Pro-Plus with at least ten (10) days written notice to Purchaser. Unless Purchaser terminates this Agreement prior to the effective date of the amendment, Purchaser will have deemed to have agreed to such amendment. Any purchase made after the effective date any amendment shall constitute an acceptance of the terms of the amendment.
9. Pro-Plus expressly disclaims all warranties, either expressed or implied, concerning the fitness for any particular purpose of the materials sold.
10. Oral statements or commitments or commitments to extend credit or to alter the terms of this Agreement are not enforceable and are not binding. In case of a conflict between this Agreement and any other agreement between the parties, this Agreement controls.
11. This Agreement may be completed and returned to Pro-Plus by electronic transmission, in which case such transmission shall constitute a "signed" or "executed" agreement by the submitting party or parties.
12. Pro-Plus shall have the sole discretion and right to apply any payment received from Purchaser hereunder in any manner Pro-Plus deems proper. Pro-Plus may apply payments first to service charges, shipping charges, attorney fees, finance charges or any other applicable charges, in any order, before applying the remainder of any such payments towards Purchaser's principal account balance.
13. By submission of this Agreement to Pro-Plus, Purchaser represents that it is a valid business entity, that all information provided in this Agreement is true and correct, and that all purchases on this account, if approved, will be for commercial purposes, not personal, family or household purposes.

Our drywall screws meet or exceed the requirements set forth in ASTM C 1002 and C 954. Please note that the Dacrotized and the standard yellow zinc finishes on coarse-thread drywall screws (Gripper, Gripper Dacro & Grippex) are not approved ACQ/exterior finishes and Pro-Plus does not recommend, nor warrant them, for exterior use. Instead, we advise using a screw with an exterior-grade finish such as our GRK "Climatek" line, or our GRK "PHEinox" stainless steel line. Carton weights and piece counts are approximate.

Pro-Plus<sup>™</sup>, Grippex<sup>™</sup>, Grippers<sup>™</sup>, Stitches<sup>™</sup>, and Drillers<sup>™</sup> are registered trade names of Pro-Plus Fasteners, Inc.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Guaranty for Pro-Plus International**  
Pro-Plus International is a dba of Pro-Plus Fasteners, Inc.

In Consideration of Pro-Plus Fasteners, Inc. (hereinafter Pro-Plus) entering applicant's request for sale on credit or making any sale on credit to applicant, the undersigned agrees as follows:

1. That applicant's trade suppliers and banks may furnish all financial information requested by Pro-Plus in connection with this application for credit.
2. That all Pro-Plus invoices will be paid by the due date according to the terms of the sale set forth in each Pro-Plus invoice.
3. That finance charges on any overdue balance on the account shall be charged at the rate set forth on Pro-Plus invoices or the highest rate permitted by state law, whichever is less, and that such charges shall be assessed beginning at 45 days past invoice date (2 weeks overdue). That returned checks will incur a \$25 charge (plus bank charges, if any).
4. That any statement of applicant's account sent to applicant shall be deemed correct and conclusive upon applicant unless within 20 days of the date of such statement or within 10 days after arrival of material, whichever is less, applicant delivered to Pro-Plus specific written objections to such statement.
5. That if any portion of the account is referred to an attorney for collection, and if suit or action is filed, such attorney's fees and costs as shall be fixed by the trial court, as well as on appeal, if any parties agree that this agreement and the contemplated credit transactions are contracts entered into in the State of Washington. The laws of the State of Washington shall govern the rights, liabilities, duties and responsibilities of the parties to this agreement. All parties, and each of them, hereby expressly submit themselves to the exclusive jurisdiction of the State of Washington. Venue for all actions and litigation, including collection of delinquent accounts, shall be in the courts of Clark County Washington.
6. In all cases where there is more than one Purchaser or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one purchaser named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Purchaser" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Purchaser," and "Pro-Plus" include the heirs, successors, assigns, and transferees of each of them.
7. The Guarantor consents to Pro-Plus obtaining a commercial and consumer credit report, from time to time, on Guarantor for the purpose of evaluating the creditworthiness of Purchaser in connection with an application for business credit.
8. Each undersigned Guarantor acknowledges having read all the provisions of this guaranty and agrees to its terms. In addition, each Guarantor understands that this Guaranty is effective upon guarantor's execution and delivery of this guaranty to Pro-Plus.
9. Pro-Plus does not warrant the yellow zinc finish for exterior work. Use only ACQ-approved fasteners or stainless steel fasteners in pressure-treated wood.

Date \_\_\_\_\_

Name \_\_\_\_\_

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**Guaranty for Pro-Plus International**  
Pro-Plus International is a dba of Pro-Plus Fasteners, Inc.

*Continuing Guaranty*

In consideration of Pro-Plus Fasteners, Inc. (hereinafter Pro-Plus) making any sale or sales on credit to applicant (hereinafter referred to as Purchaser), any subsidiaries of Purchaser, or any corporations related to Purchaser through common ownership, the undersigned Guarantors hereby each individually guarantee, unconditionally, the payment of any and all sums hereafter owing by Purchaser to Pro-Plus by reason of such sales, as well as service charges, interest due, or any other sums due Pro-Plus by Purchaser, waive notice of default and all defenses of sureties other than substantive defenses available to Purchaser, and agree that any bankruptcy, receivership or other insolvency proceeding of Purchaser shall not affect Guarantor's obligations hereunder, and further agree that as to each Guarantor, this Guaranty shall be binding as to all credit advanced to Purchaser or all obligations incurred by Purchaser to Pro-Plus receiving written notice of termination of this Guaranty. If this Guaranty is placed in the hands of an attorney for collection, the Guarantors promise and agree to pay the reasonable attorney's fees and collection costs of Pro-Plus, and if suit or action is filed hereon, also promise to pay (1) Pro-Plus Reasonable attorney's fees to be fixed by the trial court: and (2) If any appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court.

**Date** \_\_\_\_\_

**Guarantor** \_\_\_\_\_

**Date** \_\_\_\_\_

**Guarantor** \_\_\_\_\_

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