



KY-RO INC
18209 SW Boones Ferry Rd.
Tigard, OR. 97224
Mailing: PO Box 2478
Tualatin, OR 97062
P: 503-443-2400
F: 503-443-2202

CREDIT APPLICATION:

Company Legal Name: _____

Phone _____ Fax _____ Email _____

Street Address: _____

City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Business Description _____ Sole Proprietorship _____ Partnership _____ Corporation

Officer Name and Title _____

State of Incorporation _____ Federal ID Number _____

Business Start Date _____ Years of Operation _____ Years at Above Address _____

Have you ever filed for bankruptcy? _____ No _____ Yes (If Yes, Please Explain) _____

Have you discussed business closure or bankruptcy with an attorney within the last 90 days? _____ No _____ Yes (If Yes Please Explain) _____

Customer agrees to notify KY-RO, Inc. of any change in the description of its business or of any change to ownership within 7 days by certified mail addressed to: KY-RO, INC. PO Box 2478 Tualatin, OR 97062

BANKING INFORMATION

1st Bank _____ Branch _____ Phone _____

Account Number _____ Account Officer _____

2nd Bank _____ Branch _____ Phone _____

Account Number _____ Account Officer _____

Primary Suppliers

1. _____ Phone: _____ Fax _____

2. _____ Phone: _____ Fax _____

3. _____ Phone _____ Fax _____

4. _____ Phone _____ Fax _____

5. _____ Phone _____ Fax _____

General/Limited Partnership or Sole Proprietorship

Name _____ SSN _____

Address _____

Name _____ SSN _____

Address _____

Please note: if you are a general/limited partnership or sole proprietorship, each partner must sign this credit application.

I am authorized to make this application for credit on behalf of _____

The information contained herein is true to the best of my knowledge. I understand that the terms of credit are net 30 days and that interest will accrue at the rate of 18% per annum on any amount past due. I agree to pay attorney fees, costs and disbursements as may be incurred in the collection of any past-due amounts whether or not suit or action is filed, and at trial or appeal.

Signature _____ Date _____

Signature _____ Date _____

ADDITIONAL TERMS:

KY-RO's performance herein is expressly conditioned on purchaser's approval of the following terms and conditions. By directing **KY-RO** to commence work or preparation for work, purchaser agrees to be bound by each of the terms and conditions herein or Incorporated herein by reference and agrees that each of the terms and conditions is material to **KY-RO'S** performance.

1. **CANCELLATION.** This contract is not subject to cancellation by purchaser once **KY-RO** has entered into binding agreements with its suppliers.
2. **SHIPPING.** **KY-RO** is not liable for damages resulting from delays or defaults in shipping as or when indicated due to causes of any kind and extent beyond **KY-RO'S** control, including but not limited to: failure of **KY-RO's** suppliers to perform their contracts with **KY-RO**; unavailability of materials, energy, labor or transportation; contract negotiations; change orders; damage to materials or equipment; delays caused by owner, purchaser, architect, and/or engineer; accidents and acts of God.
3. **PRICE.** The price stated herein is good for thirty (30) days from the date stated herein. The price shall be adjusted thereafter according to increases in the cost of materials charged by **KY-RO'S** suppliers and any increase in **KY-RO'S** job costs, including overhead, because of changes in the contract drawings or specifications required by purchaser or owner.
4. **SALES TAX.** The price contains no provision for any city, state or Federal tax of whatever nature, where applicable, and purchaser shall not retain any portion of the contract price on account of such tax.
5. **PAYMENT.** Purchaser shall pay in full within thirty (30) days of delivery to an approved shipper. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid, or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by purchaser. In the event of a dispute involving **KY-RO'S** performance herein, or a dispute involving purchaser's performance under its other contracts resulting in an interruption in purchaser's construction draws, purchaser shall not suspend performance of its payment obligation herein but shall have the option of tendering payment to an escrow account until the dispute or disputes are resolved. Title to all materials shall remain in **KY-RO** until purchaser makes payment in full.
6. **LIEN.** To the extent permitted by law, **KY-RO** may file a lien or claim on its behalf in the event that any payment to **KY-RO** is not made as and when provided for herein.
7. **STOP WORK.** **KY-RO** may stop work without prejudice to any other remedy it may have in the event: (a) purchaser fails to make payment to **KY-RO** as provided herein; or (b) purchaser becomes insolvent, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, a receiver or trustee for purchaser is appointed, or purchaser executes an assignment for the benefit of creditors.
8. **BACKCHARGES.** No back charges or claims of purchaser for work shall be valid except as agreed in writing by **KY-RO** before such work is begun.
9. **PURCHASER'S INSPECTION.** Purchaser shall carefully inspect materials upon unloading at destination. The risk of loss or damage to materials passes to purchaser upon **KY-RO'S** delivery of materials to an approved shipper, F.O.B. shipping point. No claims for shortages will be considered by **KY-RO** unless written notice specifying in detail the nature and extent of such shortage is received within ten (10) days within date of delivery to the shipper. **KY-RO** is not responsible for any incidental, special or consequential damage of any nature by reason of any such shortage or damaged to materials.
10. **VARIANCES.** All material shall be furnished by **KY-RO** in accordance with normal trade tolerances of color variation, thickness, size, finish, texture and performance standards.
11. **WARRANTY.** **KY-RO** warrants to supply materials fabricated to the drawings and specifications stated herein, or if not stated herein to the drawings and specifications supplied to **KY-RO** BY PURCHASER. In the event of inconsistencies between the drawings and specifications supplied by purchaser, the drawings shall be controlling. Any changes in the drawings and specifications hereafter proposed by purchaser are not binding upon **KY-RO** until approved by **KY-RO** in writing, and the price and time for performance shall be equitably adjusted to reflect such changes. Materials are warranted for a period of sixty (60) days from the date the materials are shipped by **KY-RO**. However, if this contract states that **KY-RO** is to provide purchaser with shop drawings, **KY-RO'S** warranty is limited to supplying materials fabricated to such drawings. Purchaser shall review and approve such drawings within thirty (30) days of submittal by **KY-RO**. Failure of purchaser to specify objections to such drawings within the thirty (30) day period constitutes an unconditional acceptance by purchaser of any such drawings and a waiver by purchaser of any claim that the materials furnished do not conform to the terms and specifications of any pertinent contract to which purchaser is subject. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** **KY-RO** is not responsible for materials unusable due to site conditions or other variables beyond **KY-RO'S** control.
12. **WARRANTY CLAIMS.** Claims for nonconforming or defective materials must be submitted to **KY-RO** in writing within the warranty period, specifying in detail the nonconformity or defect. **KY-RO'S** liability is limited to repair or replacement, at its option, of such materials or return of the purchase price. In no event is **KY-RO** liable for loss or damage arising out of the use or inability to use the materials or for any incidental, special or consequential damage of any type.
13. **INDEMNITY.** Purchaser shall indemnify, save and hold harmless **KY-RO** from all potential or actual, direct or indirect loss, including attorney fees at trial and on appeal, arising out of any claims of negligence or breach of contract on the part of purchaser, or others with whom purchaser is in privity of contract, in the performance of this or purchaser's contracts.
14. **PATENTS.** Purchaser shall indemnify, save and hold harmless **KY-RO** from all potential or actual loss, including attorney fees at trial and on appeal, arising out of any claims or actions based on infringement of any patent, domestic or foreign and arising out of: (a) the drawings specifications and communications provided to **KY-RO** by purchaser; and (b) **KY-RO'S** designs or materials fabricated from such plans specifications or communications.
15. **REMEDIES,** in the event of purchaser's default, **KY-RO** shall have the right to suspend its performance, to seek specific performance of this contract by purchaser, and any other or further remedy permitted by law or equity. This contract shall be subject to Oregon law. None of the terms of this contract shall be considered waived by **KY-RO** unless such waiver is given in writing by **KY-RO**. No such waiver shall be a waiver of any past or future default of any of the terms of this contract unless it is expressly stipulated in such waiver. In the event of any suit or action to enforce any of the terms of this contract, the prevailing party shall be entitled to its reasonable attorney fees, including attorney fees on appeal. Any such suit or action shall occur, at the option of **KY-RO**, in either the Oregon state courts or the Federal District Court for the District of Oregon.