

CREDIT APPLICATION and AGREEMENT
To: Albina Pipe Bending Co., Inc. DBA: Albina Co., Inc.
12080 SW Myslony St
Tualatin, OR 97062
Ph (503) 692-6010 * Fax (503) 692-6020

APPLICANT

Applicant Name(s) *including any Dba's* _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

<input type="checkbox"/> Proprietorship	Phone # _____ Fax # _____ Website _____
<input type="checkbox"/> Partnership	Federal Employer ID No. _____ Resale No. <i>(please include a copy)</i> _____
<input type="checkbox"/> Corporation	Year Started _____ No. of Employees _____ State of organization/incorporation _____
<input type="checkbox"/> LLC	Name of Parent Company (if any) _____ Zip _____

TOP MANAGEMENT

Owner(s) (Proprietorships*), Partners*, Managing Member(s) (LLCs), Manager(s) (LLCs), Officers (Corporations):

***Proprietorships and Partnerships require a personal guarantee**

Full Name/Title _____ **Residence** ZIP Code _____

Phone _____ Email Address: _____

Full Name/Title _____ **Residence** ZIP Code _____

Phone _____ Email Address: _____

REFERENCES

Bank _____ Contact _____ Phone _____

Address _____ Account No. _____

Trade References (No Less Than Three):

Reference Name	City/State	Phone	Fax

REPRESENTATIONS AND ASSURANCES

(Respond to each and every question by checking one box only. Failure to check a box will be deemed a "YES")

Has the Applicant, its parent (if any), or predecessor (if any), ever been in bankruptcy? YES** NO.

Has the Applicant, its parent (if any), or predecessor (if any), ever been sued to collect a debt? YES** NO.

**** If "YES" is checked, a separate written explanation on Applicant's letterhead must accompany this Credit Application and Agreement.**

This Credit Application and Terms and Conditions, and the information provided by or on behalf of the Applicant named above, will be relied upon by Albina Pipe Bending Co., Inc. ("Albina Co., Inc.") aka "Seller" for purposes of extending or denying credit to the Applicant.

1. All sales will be C.O.D. until credit application is approved.
2. **As a result of this Application, should credit be granted, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of seller, and the Applicant shall be bound by all of the terms set forth in this Application as well as payment terms on any invoice. Seller may terminate any credit availability at any time within its sole discretion.**
3. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, color, national origin, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, and Sixth Pennsylvania Avenue, NW, Washington, DC 20580.

Terms and Conditions of Sale

The following terms and conditions (“**Terms and Conditions of Sale**”) are effective July 1, 2014 and are applicable to all sales made by Albina Pipe Bending Co., Inc. DBA Albina Co., Inc., an Oregon corporation (“**Albina**”) to you (“**Buyer**” or “**you**”) whether placed through the phone, the website, by letter, fax or email, or via purchase order, unless otherwise specified.

1. Buyer’s Acceptance of Terms: If there is any inconsistency between these Terms and Conditions of Sale and terms and conditions contained in any other document submitted by Buyer or exchanged by Albina, these Terms and Conditions of Sale shall control even if Buyer's documents expressly limit acceptance to use of Buyer's terms and conditions. These Terms and Conditions of Sale constitute the entire agreement between the parties as to any particular purchase by Buyer of Albina's products.

2. Price and Payment Terms: All prices quoted by Albina are F.O.B. Albina. Albina's payment terms are Net 30 days from date of invoice, unless otherwise indicated on the invoice. Buyer shall pay interest on all late payments at the lesser of the rate of [1.5%] per month or the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer may not reduce any payment by any alleged discounts or other deductions without Albina's prior written consent.

3. Title. Risk of loss or damage and title for products will pass upon delivery to Buyer or its designee. Where permitted by law, Buyer hereby grants to Albina a security interest in products sold until full payment is received. Buyer authorizes Albina to file a UCC financing statement to perfect this security interest at any time.

4. Taxes: All sales are made subject to all applicable local, State, Federal, use, sales and excise taxes, the amount of which Buyer agrees to pay.

5 Inspection. Buyer shall carefully inspect all products and shipping documents promptly upon delivery of products. No claim for shortage or damage will be valid or enforceable against Albina unless Buyer gives Albina written notice specifying in detail the nonconformity or defect within 72 hours from the date that Buyer receives the products. Buyer shall supply such reasonable documentation as to any loss as Albina may request. If any Products are non-conforming and provided that the non-conformity was not caused by Buyer or due to misuse or handling after Albina delivered the Product to Buyer, Albina will, at Albina's option, (i) replace the non-conforming products at no additional charge to Buyer or (ii) reimburse Buyer for amounts Buyer paid for such non-conforming products.

6. Severability: If any provision of these Terms and Conditions of Sale shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in these Terms and Conditions of Sale.

7. No Waiver: None of the provisions of these Terms and Conditions of Sale shall be (a) deemed to have been waived unless such waiver shall be set forth in writing signed by Albina, or (b) subject to modification or waiver by course of performance, course of dealing, or usage of trade.

8. Disclaimer of Warranties. ALBINA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limit of Liability. ALBINA WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE PRODUCTS, ADDITIONAL COSTS INCURRED BY BUYER, OR CLAIMS OF BUYER'S CUSTOMERS OR THIRD PARTIES. ALBINA'S TOTAL LIABILITY TO BUYER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF PRODUCTS HEREUNDER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE (“**CLAIM**”) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM RELATES.

10. Returns; Cancellations. Buyer is subject to a 15% restocking fee on all returned products. If Buyer cancels an order more than 48 hours after the order was placed for any reason other than Albina's inability to meet the specifications, Buyer is subject to a 15% cancellation charge.

11. Force Majeure. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

12. Indemnification. Buyer agrees to defend, indemnify, and hold harmless Albina and its affiliates, or their respective officers, directors, employees, shareholders, agents, successors, or assigns from all liabilities, claims, and expenses, including attorney's fees, that arise from Buyer's (a) breach of these Terms and Conditions of Sale; (b) use of any products. Albina reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Buyer, in which event Buyer will cooperate with Albina in asserting any available defenses.

13. Governing Law; Venue; Attorney's Fees. These Terms and Conditions of Sale shall be governed by, and any dispute arising hereunder shall be determined in accordance with, the laws of State of Oregon, without giving effect to conflict of laws principles. Buyer and Albina irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts sitting in Washington County, Oregon. In addition to other remedies, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorney's fees and expenses in the enforcement action or any appeal. In any suit or action arising out of or related to these Terms and Conditions of Sale, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees) incurred by such party or parties in such suit or action, including without limitation any appellate proceeding.

SUBMISSION CERTIFICATE

I certify, under penalty of perjury, that I am authorized to agree to, sign and submit this Credit Application and Agreement on behalf of _____ (Company Name), and that, after reasonable and diligent inquiry, to the best of my knowledge and belief, the above information and statements are correct, true and not in any way misleading.

This Credit Application MUST be signed by one of the Top Management personnel named above.

Signature: _____

Printed Name: _____ Title: _____

Date signed: _____, 20____

PLEASE fax this application back to 503-692-6020 or email it to "Accounts Receivable" at bschwartz@albinaco.com

Individual Personal Guaranty

**Proprietorships and Partnerships require a personal guarantee*

Date _____ 20 _____

I, (name) _____ residing at (address) _____

for and in consideration of your extending credit at my request to _____ (hereinafter referred to as the "Company"), of which I am (title) _____ hereby personally guarantee to you the payment at Albina Co., Inc. 12080 SW Myslonny St. Tualatin, OR 97062 in the State of Oregon any obligation of the Company, and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, nonpayment and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed. I agree that it will not be necessary for Albina to institute suit or exhaust your legal remedies against the Company in order to enforce this guaranty. I hereby waive all defenses of a surety to which I may be entitled. I agree that the bankruptcy of the Company will not relieve me of my obligations under this guaranty.

Signature _____

Social Security No. _____ Date of birth: _____

Witness _____

Address _____

City _____ State _____ Zip _____