



### Credit Application

**Business Details:**

Name of Applicant \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

Business is:  Incorporated  LLC, LLP  Proprietorship, Partnership

Email Address \_\_\_\_\_ Date Business Established \_\_\_\_\_

If Incorporated, Date of Incorporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_ CFC Number \_\_\_\_\_

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**Principal Owners, Officer and Partners:**

(Attach separate sheet with additional information, if necessary)

Name \_\_\_\_\_ Title \_\_\_\_\_

Resident Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Resident Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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**Credit References:**

Business Reference: Name & Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_

Business Reference: Name & Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_

Business Reference: Name & Address \_\_\_\_\_ Phone & Fax \_\_\_\_\_

Bank Reference: Name & address \_\_\_\_\_ Phone & Fax \_\_\_\_\_

The undersigned (Applicant) hereby makes this Credit Application (Application) for credit to Mar-Hy Distributors (Seller), and in making this Application the Applicant agrees to be bound by all of the terms and conditions contained in this Application, any documents referenced by this Application or any supplements to this Application. Applicant certifies that all information contained herein is true and correct. Applicant grants permission to Seller to obtain independent credit reports or credit reports and other information from its references and bank and authorizes the credit references and bank references to release information to Sell that may be used to determine credit worthiness. As a result of this Application or otherwise, should a credit availability be granted by Seller to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller. The Seller may terminate any credit availability at any time within its sole discretion. Applicant agrees to pay for all charges in connection with the purchase of goods and/or services from the Seller according to the terms of Seller which may be listed on invoices or otherwise and agrees that overdue accounts may be subject to monthly service charges of 1.5% per month. Additionally, Applicant agrees to be liable for all internal and external collection costs and attorney's fees in connection with any delinquency placed for collection by the Seller. The laws of the State of Oregon shall govern all contracts entered into between Applicant and Seller and all disputes may be resolved within the Courts within the State of Oregon. The persons signing this Application certify that all of the information contained in this application and any attachment or amendment is true, correct, and complete to the best of their information, knowledge and belief.

Dated: \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned is either a sole proprietor, a partner in a partnership, or an individual who may be executing a personal guarantee in connection with the extension of credit to Applicant, or one of the principal stockholders of a corporation. I give permission to Mar-Hy Distributors to obtain and utilize an individual credit report on me personally to determine my creditworthiness.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

*Notice: 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); 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, Sixth Pennsylvania Avenue, NW, Washington, DC 20580.*

If your application for business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact Mar-Hy Distributors, 3850 SE International Way, Milwaukie, OR 97222 within 60 days from the date you are notified of our decision. We will send you a written statement of reason for the denial within 30 days of receiving your request for the statement.



### Personal Guarantee Agreement

This Personal Guarantee is entered into by and between Mar-Hy Distributors (Creditor) and the undersigned (Guarantor), and is to be effective upon complete execution of the signature blocks provided below (Effective Date).

The undersigned does hereby guarantee and agree to pay any and all indebtedness of any nature whatsoever incurred by \_\_\_\_\_ (Company) to Creditor.

It is understood that this Guarantee shall be a continuing, unconditional, and irrevocable guarantee to repay and indemnify such indebtedness of Company. Guarantor hereby agrees that all rights, remedies, and recourses afforded to Creditor by reason of this Guarantee or otherwise are separate and cumulative and may be pursued separately, successively, or concurrently, as occasion therefore shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Creditor may have. Guarantor hereby waives notice of default, nonpayment, and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed. Guarantor agrees to pay all cost, interest, and reasonable attorney fees incurred by Creditor in collection amounts hereby guaranteed, whether from Company or Guarantor. The laws of the State of Oregon shall govern this agreement and all disputes may be resolved within the Courts within the State of Oregon.

*I hereby agree to bind myself to pay Mar-Hy Distributors promptly on demand, without offset, credit or deduction of any kind, any sum which may become due to Mar-Hy Distributors by the above Company, a bankruptcy trustee, a creditor of the Company pursuant to bankruptcy or insolvency laws.*

Executed at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Location)

Name \_\_\_\_\_

(Guarantor)

Signature \_\_\_\_\_

Social Security No. \_\_\_\_\_

Address \_\_\_\_\_



## Terms & Conditions

These are the Terms and Conditions of sale for Mar-Hy Distributors (Seller). There are no other terms of sale unless Seller agrees in writing to different terms with you the "Purchaser" of Seller's products.

1. Acceptance of Orders

Acceptance by Seller of Purchaser's order, with or without a purchase order, is expressly conditioned upon Purchaser's assent to these Terms and Conditions. Purchaser will be deemed to have assented to such Terms and Conditions unless Seller receives written notice of any objections prior to any delivery or other performance by seller of Purchaser's order. Seller expressly rejects and objects to all new, different or additional terms of sale submitted by Purchaser. Seller also reserves the right to select its own customers and the right to reject any order. Affidavits or certificates of compliance for specific materials must be requested when orders are placed.

2. Prices

All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment. Any tax or other charge on the production, sale or shipment of the products imposed by federal, state, or local governmental authorities will be added to the price to be paid by Purchaser.

3. Terms of Payment

Subject to the approval of Seller's credit department, terms of payment are **2% 10<sup>th</sup>, net 30<sup>th</sup> of the following month** for material sales and **net 30<sup>th</sup> of the following month** for contract sales. Purchaser is also responsible for amounts due under No. 10 below. A monthly late charge of 1.5% may be added to accounts 30 days past due.

4. Delivery

All products sales are F.O.B. Seller's place of shipment. Seller shall have no liability for delays, damage, or delivery failures occurring after the product is delivered to the carrier. Purchaser is solely liable for demurrage charges assessed at the destination. Products shortages and visibly damaged or defective products must be reported to Seller upon receipt of delivery. Purchaser may not withhold payment on uncontested product deliveries. On deliveries by Sell, Purchaser agrees to pay delivery charges when applicable.

5. Title and Risk of Loss, Security Interest

Title to all risk of loss or damage to the products vest in Purchaser at the time Seller delivers the products to the carrier regardless of any shipping and insurance arrangements made by Seller on Purchaser's behalf. However, Seller reserves, until full payment is received, a purchase money security interest in each product delivered.

6. Returns

Product returns will be accepted only after Purchaser receives Seller's prior written approval as follows: (a) For returns authorized due to Purchaser's rightful rejection or justifiable revocation of acceptance of the products. No request for returns based on damaged or defective products will be approved unless received within the time periods set forth in No. 4 and No. 7; (b) where Seller determines, in its sole discretion, to accept returns to the point of shipment, at Purchaser's expense, properly pack. Seller will issue a credit for the quantity of product received at Seller's shipping point in resalable condition, as determined by Seller in its reasonable discretion.

7. Warranty Specifications

Seller disclaims all representations and warranties of any kind, express or implied, in fact or in law, including without limitation, the implied warranty of the merchantability and implied warranty of fitness for a particular purpose.

8. No recovery of Consequential or Special Damages  
Seller shall not be liable for any consequential or special damages based on negligence, strict liability, or any other theory, for failure to perform its obligations under this agreement. Additionally, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for Seller's breach of its limited warranty fails of its essential purpose or any other reason.
9. Force Majeure  
Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state, or local; (b) all forces of nature (such as, but not limited to, floods, fires, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) or raw materials; power or other needed supplies or services; (e) delays or nonperformance by transporting carriers; and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Seller affecting the performance of Seller's obligations hereunder. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstances affecting its performance obligations.
10. Default  
In the event of Purchaser's default, Purchaser agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller whether involving collecting payments due or otherwise enforcing these Terms. Purchaser also agrees to pay Seller simple interest on unpaid amounts from due date at the less of 1.5% per month or the highest lawful rate.
11. Severability  
If any of these provisions are determined to be invalid, illegal, or unenforceable, the validity, legality of enforceability of the remainder of these Terms shall be unaffected. Also there shall be substituted for the affected provision of a valid and enforceable provision as similar as possible to the affected provision.
12. Modification or Termination  
No terms or conditions of purchase orders different from the terms of the Seller will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by the Seller. Purchaser's orders shall be deemed to incorporate the terms and conditions of this document. In no event shall preprinted terms and conditions on a Purchaser's documents, such as purchase orders, confirmations, acceptances, etc. modify or add to the terms of any order.
13. Governing Law; Jurisdiction  
This agreement is to be governed by, and interpreted according to, the internal laws of the State of Oregon. The parties consent to the jurisdiction of the state and federal courts of Oregon and the effectiveness of service of process by certified United States mail.
14. Mar-Hy Distributors Logo  
The Purchaser shall not use the name, trademarks, trade names or logos of the Seller without the Seller's written consent.

**Additional Instructions:**

If you are a *Washington* company please include a copy of your state resale certificate.

Also please include a copy of your CFC card.

All completed documentation can be submitted in person or by email to **Mrohrich@Marhy.com**