



Yakima Steel
6 East Washington Avenue
Yakima, WA 98903

A Washington Corporation
www.yakimasteel.com

Phone: (509) 575-1570
Fax: (509) 453-3697

Application for Credit

Applicants Name and Billing Address

Name _____			Resale ID _____
Street Address and/or PO Box Number _____			Federal Tax ID Number and State UBI _____
City _____	State _____	Zip Code _____	DUNS Number _____
Telephone _____	Fax _____	E-mail _____	Accounting Contact _____
Shipping Address _____			Hours of Operation _____

Company Information

Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor	Accounts Payable Contact
Name of Parent Company (if subsidiary) _____	Name: _____
	Phone: _____
Type of Business _____	Year Established _____
Owner/Principles:	
Name _____	Title _____
Name _____	Title _____
Credit Amount Requested _____	

Trade References

Name _____	Address _____	Telephone _____	Fax _____
Name _____	Address _____	Telephone _____	Fax _____
Name _____	Address _____	Telephone _____	Fax _____

Bank Reference

Name _____	Officer _____			
Address _____	Account Number _____			
City _____	State _____	Zip Code _____	Telephone Number _____	Fax Number _____

Office Use Only	
Checked By: _____	Approved By: _____
Date: _____	Account #: _____
Credit Limit: _____	

CREDIT AGREEMENT

In consideration of YAKIMA STEEL's agreement to extend credit to your company, said Company agrees to the following:

1. Customer hereby authorizes YAKIMA STEEL to obtain, at any time, any and all credit or other financial information regarding Customer and Customer hereby authorizes any potential source of such information to fully disclose to YAKIMA STEEL any such information.
2. Customer agrees that the terms of payment for product provided will be per the payment terms noted on the YAKIMA STEEL invoice.
3. All payments shall be in US dollars.
4. Open account invoice terms are net 10 days. All overdue amounts shall bear interest at 18% per annum or at the highest lawful rate. Any account becoming 60 days past due will be placed on a COD basis until the account becomes current.
5. Customer shall pay all collection costs incurred by YAKIMA STEEL including agency fees and/or attorney fees in collection efforts for overdue amounts, whether or not a lawsuit is filed, including such fees at trial and on appeal.
6. If the buyer is a corporation, the individual (guarantor) signing this credit application on behalf of buyer hereby unconditionally guarantees the payment by buyer of all sums owing by buyer to seller, together with the collection costs specified in the paragraph above. YAKIMA STEEL may proceed directly against guarantor to collect the full amount of any liability hereunder, without first proceeding against buyer or any other guarantor. Guarantor expressly waives presentment, protest, demand or notice on nonpayment by buyer and consents to any and all extensions of time, renewals and modifications of payment terms granted by seller to buyer.
7. You agree that YAKIMA STEEL shall be granted and shall retain a purchase money security interest in all goods or product sold to company, and you authorize YAKIMA STEEL to file an appropriate UCC-1 financing statement in any applicable jurisdiction. Such purchase money security interest shall apply to the goods or product sold by YAKIMA STEEL, including the use of any such goods or product in assembled, delivered or installed work or product for any third party or end user of customer. Company agrees that it shall not seek the discharge nor permit the discharge of any outstanding invoice and/or debt obligation to YAKIMA STEEL in bankruptcy or in any assignment for the benefit of creditors.
8. Whenever reasonable grounds for insecurity arises with respect to performance by Customer, YAKIMA STEEL may demand terms of payment different from those specified on YAKIMA STEEL invoice and may demand assurance of Customer's due performance. YAKIMA STEEL may, upon making such demand, suspend processing or delivery of products. If within the period stated in such demand, Customer fails or refuses to give adequate assurance of its performance, YAKIMA STEEL may: (I) by notice to Customer treat such failure or refusal as a repudiation by Customer or the portion of the contract not then fully performed, whereupon YAKIMA STEEL may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (II) make shipments under reservation of a security interest and demand payment against tender of documents of title.
9. I further agree that if the account is referred for collection to pay collection fees not to exceed 35% of the commercial claim.

This agreement and all agreements between the parties shall be governed by the laws of the State of Washington, and lawsuits concerning the agreements at the option of YAKIMA STEEL, may be filed in Yakima County, Washington.

I certify that the information provided is true, complete and accurate. I authorize the verification of the information contained in this agreement. I further agree that the terms and conditions which appear above shall apply to and govern all sales by YAKIMA STEEL to the undersigned.

Individuals signing on behalf of a corporation guarantee the corporate obligation pursuant to the guarantee of the terms and conditions.

Date

Signature

Company or Corporate Name (Buyer)

Name

Title