



PUMPS & PUMP STATIONS | AGRICULTURAL IRRIGATION | WATER TREATMENT  
 4420 RIDGE DR NE, SALEM OR 97301  
 503-585-5550 local 866-985-5550 toll-free 503-581-6799 fax  
 CCB #33228

**CREDIT APPLICATION**

Check Appropriate Box	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual	<input type="checkbox"/> LLC
Legal Business Name (Applicant)			Contractor License #	
Business Address			Date Company Started	Federal ID #
City	State	Zip Code	Business Phone #	
Billing Address (if different than above)			Fax Phone #	
City	State	Zip Code	Contact Person & Phone #	
Have you, other owners or your business ever filed for bankruptcy protection? <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, when?	Mobile Phone Number

**COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC**

Officers Name & Address	Title	Social Security #	Name of Spouse	Home Phone #
Type of Business	Date & State of Inc	Type of Ownership	Related Businesses	

**COMPLETE THIS SECTION IF INDIVIDUAL**

Name of Owner	Date of Birth	Previous business or employer, if less than 3 years		
Home Address	Years at the Address	Home Phone #	Name of Spouse	
Former Address	Present Employer			Social Security Number

**BANK REFERENCES**

Name of Bank	Address	Telephone
Contact Person at Bank	Title of Officer	Account # and Name
Other (Type/Account #)		

**TRADE CREDIT REFERENCES (Material Suppliers)**

Name	Phone	Fax	Account #
Name	Phone	Fax	Account #
Name	Phone	Fax	Account #

**CREDIT AGREEMENT**

I, (we) the undersigned make application for credit and/or to update and reconfirm our existing accounts with Stettler Supply Company. In consideration of the extension of credit to applicant, applicant agrees to pay all invoices when due according to the terms set forth on such invoices. All accounts are due and payable at the address shown on the invoice. Applicant agrees to pay a service charge of 1 1/2% per month (18% annual rate) on all past due invoices. In the event payment is not made and this account is referred to a collection agency, applicant will pay the collection agency fee. Applicant further agrees to pay reasonable attorney fees and cost of collection in the event suit or action is commenced to secure payment of any sums due under this agreement.

I certify that the information provided above is true and correct. Being authorized to do so, on behalf of the Company, I grant you permission to contact any individuals or business mentioned above, in addition to any credit agencies from which you ordinarily request information, to determine whether this credit accommodation should be granted.

In the event that the Applicant(s) is/are individuals or is a partnership, the signing of this Agreement shall constitute authorization under the Fair Credit Reporting Act for the seller to utilize consumer credit reporting agencies to provide reports on said individual(s) or partners in order to permit the Seller to appropriately evaluate the extension of any business credit to the Applicant. Additionally, should any individual(s) guarantee the debt of the Applicant, said individual(s) shall be provided with a copy of this Application, and upon the signing of said guarantee, shall consent to the Seller's use of consumer credit reporting agency reports to assist in the evaluation of the credit of said guarantor(s) for the extension of business credit to the Applicant.

Date	Authorized Signature	Printed Name
Date	Authorized Signature/Partner Signature/Spouse Signature	Printed Name

ALL GOODS SOLD BY STETTLER SUPPLY COMPANY, (HEREINAFTER KNOWN AS STETTLER), ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN A PURCHASE ORDER OR ANY OTHER SIMILAR COMMUNICATION SHALL BE BINDING UPON THE PARTIES, UNLESS AGREED TO IN WRITING BY THE PURCHASER AND AN OFFICER OF STETTLER. IN THE ABSENCE OF A WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE BY PURCHASER, SHIPMENT OF ANY OF THE PRODUCTS COVERED BY THE ORDER SHALL CONSTITUTE AN ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**WARRANTIES:** Goods are sold only with such warranties as may be extended by the manufacturer of the product. IT IS AGREED THAT THERE ARE NO OTHER WARRANTIES AND SPECIFICALLY NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer is responsible for installation and use in accordance with manufacturer's instructions. No changes to the warranty policy are allowed unless set forth in writing and agreed to by both parties.

**LIMITATION OF LIABILITY:** Stettler's liability or any claim for loss or damage arising out of this contract or from performance or breach thereof, connected with the supplying of any goods or services hereunder, or the sale, resale, operation or use of such goods or services, whether based on contract, warranty, tort (include negligence), or other grounds shall not exceed the price allowable to such goods or services or part thereof involved in the claim. Stettler shall not, under any circumstances, be liable for any labor charges without its prior written consent.

STETTLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits as revenue, loss of use of the goods or any associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. The exclusion of liability for consequential damages shall apply regardless of whether the Buyer is making a claim as a result of breach of contract, warranty, torts (including negligence) or any other grounds or theories.

If Stettler furnished Buyer with advice or other assistance concerning any goods supplied hereunder, which is not required under the terms of this contract, furnishing such advice or assistance shall not subject Stettler to any liability based upon contract, warranty, and tort (including negligence) or other grounds.

**PRICE:** Prices for items on which Stettler has submitted a WRITTEN quotation will be firm for the duration and terms stated on the quotation. Prices on all other items are subject to change without notice, and the price in effect at time of shipment shall prevail. The prices do not include any sales or similar taxes, and such taxes shall be billed as a separate item, and paid by Buyer. A LATE PAYMENT CHARGE OF 1-1/2 percent (ANNUAL PERCENTAGE RATE OF 18 PERCENT) SHALL BE CHARGED ON ALL PAST DUE ACCOUNTS. BUYER SHALL PAY ALL COSTS INCURRED IN THE COLLECTION OF ANY PAST DUE ACCOUNT, INCLUDING ALL COLLECTION AGENCY FEES, COURT COSTS, AND ATTORNEY FEES. An account is considered past due if it is not paid within the terms stated on the invoice. If the foregoing charges exceed the rate, which may be lawfully charged under applicable law, then such charges shall be calculated so as to not exceed the highest lawful interest.

Unless otherwise noted, all sales are made F.O.B. point of shipment and in all cases, title shall pass upon delivery to the carrier at the point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

**QUOTES:** Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications.

**DELIVERY:** Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Stettler shall not be liable for failure to deliver or for delay in delivery or performance due to a cause beyond its reasonable control, including an act of God, act of omission of Buyer, governmental intervention, fire, strike, or other labor difficulty, civil disturbance, insolvency, or other inability to perform by manufacturer, delay in transportation, or other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time loss by reason of delay.

**CANCELLATION:** Buyer may cancel an order by mutual agreement based upon payment to Stettler of reasonable and proper cancellation charges.

**RETURNED GOODS:** Goods may not be returned without the prior written consent of Stettler.

**CHANGE IN BUYER'S FINANCIAL CONDITION:** Stettler reserves the right by written notice to cancel any order or to require full or partial payment or adequate assurance of performance from Buyer without liability to Stettler in the event of the insolvency of Buyer, the filing of a Petition in Bankruptcy by Buyer, the appointment of a Receiver or Trustee for Buyer, or the execution by Buyer of an assignment for the benefit of creditors. Stettler reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Stettler reserves the right to cancel Buyer's credit at any time for any reason.

**SECURITY:** Buyer hereby grants, and Stettler reserves, a Purchase Money Security Interest in each good purchased hereunder, and in any proceeds thereof, for the amount of the purchase price. Upon request by Stettler, Buyer shall sign any documents required to perfect such security interest. Payment in full of the purchase price of any good, purchased hereunder, shall release the security interest on that good.

**ASSIGNMENT:** Buyer shall not assign any or all of its duties or right hereunder without the prior written consent of Stettler.

**ACCEPTANCE:** All orders are subject to acceptance by Stettler. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason such provision shall be deleted from the contract, and other provisions shall have full effect upon both parties.

**TOTAL AGREEMENT:** This document shall constitute the total agreement between the parties. In no event shall any oral agreement between these parties supersede, or take priority over the written terms and conditions of this document. This document shall be accompanied by and construed with the purchase order or any other written documents, which are contemplated and authorized by the terms, and conditions set forth herein.

Legal Business Name

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Date:

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Applicant

By:

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Name of signer (Applicant Individually and Corporately Title)

Printed Name:

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**PERSONAL GUARANTY**

To induce Stettler Supply Company (“STETTLER”) to extend credit to the above named Applicant and in consideration thereof, the undersigned, and if more than one, each of them jointly and severally, unconditionally personally guarantees all obligations of Applicant to STETTLER, including but not limited to, payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs, and any other indebtedness, which may now or at any time in the future may be owing by the Applicant or any successor thereof, to STETTLER pursuant to the terms and conditions of this Credit Agreement. This shall be an open, unlimited, and continuing guaranty, and the undersigned, and each of them, agree that any and all credit extended to the applicant now and at any time in the future is done so by STETTLER in material reliance on the guaranty notwithstanding any other rights or remedies STETTLER may have now or at any time in the future relating to the collection of such sum(s) by lien, contract, bond, equity, or otherwise. In case of any default in relation to this agreement, the undersigned shall pay STETTLER’s reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy court), for any court annexed arbitration, on appeal, and on denial of any petition for review even in no action is filed. STETTLER may contact any banks and trade references and make any and all other credit inquires it deems necessary, including, but not limited to, the utilization of outside credit reporting services, and guarantor(s) authorize(s) the release of information to STETTLER.

By signing here you are agreeing to be a personal guarantor.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_