



COMPANY NAME _____ TELEPHONE _____

BILLING ADDRESS _____ STREET _____ SHIPPING ADDRESS _____ (IF DIFFERENT FROM BILLING ADDRESS) _____ FAX NUMBER _____

_____ CITY, STATE, ZIP _____ CITY, STATE, ZIP _____ EMAIL ADDRESS _____

CREDIT LINE REQUESTED _____ TYPE OF BUSINESS _____ YEARS IN BUSINESS _____

LEGAL ENTITY IS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION FEDERAL TAX ID# _____

PURCHASE ORDER WILL BE FURNISHED: YES NO HAVE YOU EVER FILED BANKRUPTCY: YES NO

Proprietors / Partners Information

1. _____ Name _____ Residence Street Address, City, State, Zip Code _____

2. _____ Name _____ Residence Street Address, City, State, Zip Code _____

Social Security Numbers For Above Proprietors / Partners 1. _____ 2. _____

Corporate Information

State in Which Incorporated _____ Date of Incorporation _____

President _____ Vice President _____

Secretary _____ Treasurer _____

Accounts Payable Contact Information

Name _____ Title _____ Phone _____

Email Address _____ Fax No. _____

Bank Reference

Bank Name _____ Address _____ Phone _____

Your Personal Contact _____ Type of Account _____ Account No. _____

Trade References

1. _____ Firm Name _____ Address _____ Phone _____

2. _____ Firm Name _____ Address _____ Phone _____

3. _____ Firm Name _____ Address _____ Phone _____

Please Attach Most Current Financial Statement

Consent to Release Credit Information

The above information is submitted by the undersigned for the purpose of obtaining credit. GMA Construction, Inc will rely on this information and it's verification to extend credit to the applicant. Further, applicant authorizes GMA Construction, Inc to make credit inquiries and to verify any/all information deemed necessary to evaluate this request, including obtaining business and/or personal credit reports, and contacting applicant's bank for account information. This form may be reproduced or photocopied and a faxed copy shall be effective consent as an original.

1. _____ Date _____ 2. _____ Date _____
Signature of Owner, Officer Or Authorized Representative Signature of Owner, Officer Or Authorized Representative

Terms and Conditions of Sale and Credit Agreement

All parties hereby agree that all purchases made are subject to the following terms and conditions:

1. All sales will be "cash in advance" until Credit Application is approved. For purposes of this agreement, the applicant will be referred to as "customer".
2. IN ACCORDANCE WITH STATE LAW, ALL PURCHASES WILL BE CHARGED WITH APPLICABLE TAXES UNLESS A TAX EXEMPTION CERTIFICATE HAS BEEN RECEIVED.
3. Customer agrees to pay in full and not by installment and that all purchases are due **Net 30 Days**.
4. Accounts over 30 days past due are subject to a late payment charge of 1½% per month. Amounts are "paid" when they are physically received by the creditor, not when they are deposited in the mail. A fee of \$30.00 will be charged for each NSF check received.
5. Accounts reaching 90 days past due may be sent to a collection agency and any collection fees will be added to the amount owing.
6. Should the customer default in any payment(s) when due, GMA Construction, Inc ("GMA") shall have the right, without notice to the customer, to declare all invoice amounts due and payable, and may, at its option, suspend customer's account, place account on a cash basis and terminate unfilled orders or discontinue deliveries until all past due payments are made and adequate assurance of customer's financial ability to perform all of its obligations to GMA is received. Credit and terms are granted at the sole discretion of GMA and may be changed at any time without notice.
7. In the event of default, customer agrees to pay GMA, upon demand, all costs and expenses, including, without limitation, all attorney's fees and court costs incurred by GMA in connection with the enforcement or collection of customer's account. All such costs and expenses shall bear interest at the rate of 1½% per month. This provision shall apply whether or not a lawsuit is commenced in bankruptcy court or on appeal.
8. Any change in customer's business structure shall not affect customer's obligations under this agreement unless GMA agrees otherwise in writing. Applicant cannot transfer or assign the account relationship without GMA's prior written consent.
9. Prices are subject to change without notice. Pricing older than 30 days should be confirmed upon order placement.
10. Customer shall indemnify, defend, save, and hold harmless GMA from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) to GMA's legal counsel, suffered or incurred by GMA as a result of any lawsuit, action, or proceeding that is commenced or threatened against GMA by any third party, specifically including a customer of customer alleging any claim relating to GMA's sale of goods and services to customer, breach of warranty, personal injury, or any other type of damage whatsoever.
11. GMA shall have no liability to customer for loss or damage arising out of delay in shipment, partial shipment or non shipment if caused by contingencies beyond GMA's control, including without limitation, acts of God, fires, floods, labor disputes, governmental action and inability to obtain materials, supplies, equipment or transportation.
12. No merchandise will be accepted for return and/or credit without the prior consent of GMA. All of the following conditions must be met before any consideration will be given to a return and/or credit:
 - a. Customer, within 5 days of delivery, has notified GMA of damage to merchandise;
 - b. Merchandise has not been cut, nailed, adjusted or additionally damaged in any way;
 - c. GMA has given instructions for the return of the merchandise; and
 - d. All returned merchandise accepted as an accommodation to the customer will be credited at 85% of the purchased price.
13. If the merchandise was obtained from GMA on special order, no returns will be accepted unless the conditions in the above have been satisfied and GMA's supplier has consented to accept return of the merchandise.
14. There are no warranties which extend beyond the description of the face hereof and GMA's liability is expressly limited to the value of any merchandise described herein which fail to conform to the description and, at GMA's option, to effect replacement of such merchandise or credit customer (if the purchase price has not been paid) or make repayment of an amount equivalent to the purchase price.
15. Customer agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from GMA for delivery, non-delivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort; and the customer's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.
16. Purchaser agrees to pay in accord with the foregoing terms of sale and further agrees to pay all collection costs and attorney's fees necessary to collect past due amounts, as permitted by law.
17. Customer consents to jurisdiction of the Courts of the State of Oregon and agrees that venue for such suit or action shall be the Courts of Washington County.
18. If any clause in these Terms and Conditions is determined by any tribunal to be unenforceable, the clause shall be deleted and the balance of the Terms and Conditions shall be binding upon the parties.

I (We) have read and understand the credit terms above.

I (We) certify that the information given herein is correct and I (We) agree to the credit terms above:

1. _____ 2. _____
Signature of Owner, Officer Or Date Signature of Owner, Officer Or Date
Authorized Representative Authorized Representative

Personal Guaranty

In consideration for GMA extending credit to the customer, and as a condition precedent to the approval and acceptance of the customer's application for credit, the guarantor(s), jointly and severally, unconditionally and personally promise and guarantee the payment of any sum or balance that may accrue to GMA, its successors or assignees.

This guaranty is absolute, unconditional, continuing, direct, and an immediate guaranty of payment and not just of collection and is not conditioned upon or limited by or in any other way affected by (a) any attempt by GMA to pursue rights against customer; (b) the invalidity or unenforceability of rights against any of the customer's real or personal property; (c) any action taken or not taken by GMA; (d) the invalidity or unenforceability of rights against any provision of Terms and Conditions of Sale and Credit Agreement; or (e) any defense asserted or claimed by customer with respect to customer's obligations, including, but not limited to, failure or lack of consideration, breach of warranty, fraud, payment, accord and satisfaction, statute of frauds, bankruptcy, insolvency, or statute of limitations. The obligations of guarantor under this guaranty shall not be subject to any counterclaim, set off, reduction, or defense based upon any claim that guarantor may have against customer or GMA.

The guarantor will pay the attorney's fees and cost and collection fees and commissions (commission amount not to exceed 50% of amount unpaid), court costs and any other expenses incurred (whether such fees, costs, and expenses are incurred before an action or proceeding is filed, before trial, or after trail) by GMA or any of its affiliates prior to, during, on appeal from or after any action or proceeding for the enforcement of this guaranty agreement, of GMA or any of its affiliates, incurred in connection with any bankruptcy case or proceeding of guarantor or customer. Each guarantor waives any and all defenses by reason of any extension of time granted for payment of the obligation by customer, or by taking or releasing any collateral of the customer.

The incurrence of any one or more of the following events shall constitute an "Event of Default" under this guaranty; (a) the failure of guarantor to pay any of the guarantor's obligations; (b) the failure of guarantor or the customer to perform, observe, or comply with any agreement, covenant, or promises made under this guaranty or under the terms of the Terms and Conditions of Sale and Credit Agreement; (c) the appearance of any Event of Default under the Terms and Conditions of Sale and Credit Agreement; (d) the determination in good faith by GMA that a material adverse change has occurred in the financial condition of customer or guarantor; (e) the determination in good faith by GMA that any security of customer's obligations is inadequate; (f) the determination in good faith by GMA that the prospect of payment of any guarantor's obligations is impaired for any reason; or (g) the death of customer or any guarantor who is a natural person.

This guaranty binds and inures to the benefit of the parties and their heirs, successors and assignees. This guaranty agreement shall be governed by the internal laws of the State of Oregon, with reference to conflicts of laws rules.

In the event of default by the customer, and at the election of GMA, venue for any action or suit brought against customer by GMA may be brought in any court located in Washington County or where the customer resides, at the option of GMA.

GMA shall not be required to exhaust any remedy against the customer prior to proceeding against the guarantor. Guarantor waives any presentment, demand or performance, notice of nonperformance, notice of sale, delivery of goods, nonpayment at maturity, extension granted, protest, notice of protest, notice of dishonor, notice of acceptance of the guarantor and/or the notice of creation of additional indebtedness.

GMA and customer hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which GMA and customer may be parties arising out of or in connection with or any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. GMA is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

This guaranty imposes significant legal liability upon the guarantor. The undersigned has carefully read the foregoing continuing absolute and unconditional guaranty and fully understands the content thereof. I hereby consent to the grant of the guaranty in the above Guaranty.

IN WITNESS WHEREOF, guarantor has duly executed this guaranty as of the date set forth next to the guarantor's signature.

<u>X</u> _____	Date	_____
Guarantor/Owner/Officer		Address

<u>X</u> _____	Date	_____
Guarantor/Owner/Officer		Address

<u>X</u> _____	Date	_____
Witness		Address