



***Sign at bottom and return this sheet***

1. **Payment:** Payment is due in full fifteen (15) days after invoice date. A 1 1/2% per month late charge will be assessed on all delinquent balances. Amounts are paid when they are physically received by Taylor and not when they are deposited in the mail by Buyer. Buyer is obligated to pay for all goods purchased. Invoices are not payable in installments, but are payable as described above. Taylor may apply payments to any outstanding balances in its sole discretion, regardless of how Buyer indicates payments should be applied. Taylor must apply payments in good faith.
2. **Price:** The price shall be the price at the time of order according to Taylor's pricing policy then in effect. Buyer shall promptly inspect all invoices upon receipt and shall notify Taylor in writing of any inaccuracy within 10 days of actual receipt of the invoice. In the event Buyer does not act within the time limit provided, Buyer agrees that it shall be conclusively presumed to have accepted the invoices as accurate and to have waived any right to object.
3. **Delivery:** Buyer shall notify Taylor of Buyer's requested schedule of delivery. Deliveries are based on production estimates. Buyer agrees that no consequential, incidental, liquidated, or other damages of any kind shall be recoverable from Taylor for delivery, nondelivery, sale or use of goods regardless of whether arising out of any strikes, accidents or delays beyond Taylor's control, acts of God, transportation delays, fire, civil or military authority or by insurrection or riot, by requirements of any statute, order or directive of any proper government authority or by any other cause which is unavoidable or beyond Taylor's control; and Buyer's rights now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.
4. **Security Interest:** Taylor shall retain a security interest in all property which is provided under this Agreement until any account is paid in full. Buyer agrees to execute all instruments required by Taylor to evidence and perfect that security interest.
5. **Returns:** Buyer will promptly inspect materials upon receipt and shall notify Taylor in writing of any nonconformity or defect within four (4) days following actual delivery or performance data. In the event Buyer does not act within the time limit provided above, Buyer agrees that it shall be conclusively presumed to have accepted the goods and waived its right to revoke acceptance. Buyer's sole and exclusive remedy is replacement of the nonconforming goods and refund of Buyer's payment is at Taylor's sole discretion. NO flashings may be returned. Accessories are returnable only after inspection and approval by Taylor to determine condition.
6. **Future Deliveries:** All invoices must be current before Taylor will make delivery of future orders. Timely performance by Taylor is contingent upon Buyer's supplying to Taylor, when needed, all required technical information, including drawing approval, and all required documentation. Taylor reserves the right to revoke or reduce credit, or terminate orders, if: (a) Buyer fails to pay for any materials when due; or (b) the sale will cause Buyer to exceed its credit limit as determined by Taylor; or (c) in the judgment of Taylor there has been an adverse change in Buyer's financial condition. If any of the above occur, Taylor shall have the right to demand payment or other adequate assurance before shipment or sale of any further materials.
7. **Shipment:** Goods are sold F.O.B., Salem, Oregon. All risk of injury and loss shall rest on Buyer upon delivery to carrier, and Buyer, at its own expense, shall insure and keep the goods insured in favor of Taylor until the entire purchase price is paid in full, except in the case of seller

delivery, the risk of loss would begin upon receipt of goods by the Buyer.

8. **Conflict:** This Agreement shall be construed and enforced according to the laws of the state of Oregon. Buyer agrees to jurisdiction of the courts in the state of Oregon and agrees that venue for any suit or action shall, at Taylor's option, be in Marion County, Oregon; or in the county and state in which the materials are delivered.

Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or in relating to the Agreement, and including those passed on or arising from any statute, constitution, regulation, ordinance, rule or alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute (in hope that a default judgment could be obtained):

- (a) The party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
- (b) the plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.

If either party exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.

9. **Fees:** In the event any arbitration, suit or action is necessary, whether or not a suit is filed, to enforce the terms of this Agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, all costs and reasonable attorneys' fees incurred in such arbitration, suit or action in any court, bankruptcy, or arbitration proceeding, or in any appellate court, to be fixed by the arbitrator or the court, and all such fees and costs in the collection of any judgment rendered herein. Without limiting the foregoing, Buyer specifically agrees to pay all of Taylor's collection agency fees, attorneys' fees and costs in preparing, filing, releasing, foreclosing, and/or satisfying any construction lien or bond claim arising by reason or in any way relating to Buyer's default payment to Taylor.

These terms shall prevail, regardless of what a purchase order states. As a result of this Application or otherwise, should a credit availability be granted by Taylor to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Taylor, and the Applicant shall be bound by all of the terms set forth in this Application and payment terms on any invoice. Taylor may terminate or modify any credit availability at any time within its sole discretion.

As a condition of the continued extension of credit by Taylor, the Applicant agrees at Taylor's request to provide to Taylor updated financial information. The Applicant further agrees to provide Taylor with an updated credit application on request as a condition for the continued extension of credit.

<b>Agreement to Terms and Conditions as Stated Above:</b>		
Applicant's Signature	Business Name	Date



# PERSONAL GUARANTY

(if Applicant is a Corporation)

## Addendum to Credit Application & Agreement on Credit Terms

In consideration of Taylor Metal, Inc. ("Taylor") furnishing goods and/or services on credit to

\_\_\_\_\_ (hereinafter referred to as the "Company"),  
(Write company name here)

the undersigned unconditionally and personally guarantees the payment obligations of Company to Taylor. This shall be a continuing guarantee and covers all present and future liability of Company to Taylor. Taylor may have recourse against the undersigned without first exhausting its remedies against Company. Taylor may extend the period of credit and renew any notes which Taylor may at any time hold, and grant Company any indulgence or otherwise compromise with Company as Taylor may decide without notice to me and without discharging or in any way affecting my liability. The undersigned waives notice of acceptance of this guarantee and notice of any and all defaults in performance by Company. The undersigned further agrees to pay Taylor's collection costs, whether or not suit is filed, including court costs, collection agency fees, and attorney fee's incurred in any court, bankruptcy, arbitration or administrative proceedings.

If more than one individual is signing below, their liability shall be joint and several.

\_\_\_\_\_  
Individual Name

\_\_\_\_\_  
Individual Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature (as an individual)

\_\_\_\_\_  
Signature (as an individual)

\_\_\_\_\_  
SS#

\_\_\_\_\_  
SS#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***The Applicant agrees that a fax copy of the Application is original and binding and, if accepted by Taylor, creates an original and binding agreement between parties.***