



COWDEN
GRAVEL & READY MIX

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

GENERAL BUSINESS INFORMATION

Company name		Do you wish us to add sales tax on invoices? If no, please forward reseller permit with application	<input type="checkbox"/> Yes <input type="checkbox"/> No
Phone		Business UBI number	
Fax		Purchase Orders Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
E-mail		Would you like to receive invoices and statements via email?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Registered company address City, State ZIP Code		Amount of credit requested	

OWNER/OFFICER INFORMATION

Name		Name	
Title		Title	
Social security number		Social security number	
Phone		Phone	
Address City, State ZIP Code		Address City, State ZIP Code	
Have you, as an individual or in business, ever filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you, as an individual or in business, ever filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No

BANK AND BONDING INFORMATION

Bank name:		Bonding company	
Primary business address City, State ZIP Code		Primary business address City, State ZIP Code	
Phone		Phone	
Account number		Bond number	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Contractor number	

BUSINESS/TRADE REFERENCES (CURRENT MATERIAL SUPPLIERS PREFERRED)

Company name		Phone	
Address		Fax	
Contact name		E-mail	
Company name		Phone	
Address		Fax	
Contact name		E-mail	
Company name		Phone	
Address		Fax	
Contact name		E-mail	

AGREEMENT

Please allow 3-5 business days to process applications. A notification will be sent regarding your approval status.

Please Note: Unless otherwise stated, it will be Applicant's responsibility to voluntarily provide purchase order numbers when placing orders. Lack of purchase order or job numbers do not affect the terms of sale. Quotes are valid for 30 days from the posted date. Applicant's obligation for payment will be no less if purchase order numbers/documents are not provided or made available to Cowden Inc. An order placed in person, by phone, or by a third party, will be considered a viable purchase order, whether or not a specific order number has been assigned to it.

Confirmed orders which are cancelled within two (2) hours of scheduled time are subject to a cancellation fee of up to 100% of the order amount.

Applicant acknowledges that this information has been submitted with the knowledge that it will be relied upon in extending credit to Applicant. Applicant certifies that all information presented on this application is true and correct. It is understood that this credit application in no way obligates Cowden Inc. to extend credit to Applicant.

By signature(s) below, Applicant understands that Cowden Inc. will make the usual credit investigation of Applicant and its principals, officers, or both, and authorizes credit reporting agencies, Applicant's bank, and companies listed as references to release information necessary for extending credit.

Terms of Sale: May vary, but unless otherwise stated, are as follows: Invoice copies will be provided periodically, with a Statement of Account provided after the end of each month. Payment is due in full by the 10th of the following month. If payment is not received by the last working day of the month following the date of sale, a late charge of 1-1/2% per month will be assessed and applied to the account. Any account past due is subject to be placed on a C.O.D. basis. Any discounts offered are not automatic; they are incentives to pay within the discount terms.

In consideration of Cowden Inc. granting credit, Applicant agrees that as to any controversy arising out of or in any way relating to this Agreement or extension of credit by Cowden Inc. to Applicant, Cowden Inc. shall have the sole discretion to elect to have the matter resolved in either arbitration, or through litigation. In the event Cowden Inc. elects to have the matter resolved in arbitration, such arbitration shall be conducted in Whatcom County, Washington, pursuant to the rules set forth in Chapter 7.04A RCW. In the event Cowden Inc., shall in its sole discretion, elect to have any controversy arising out of or related to this Agreement resolved in litigation, any suit relating to any such controversy shall be brought in Whatcom County, Washington, and Applicant agrees that venue is proper in such County. This Agreement and any extension of credit shall be construed according to the laws of the State of Washington.

In any dispute arising out of this Agreement or the extension of credit by Cowden Inc. to Applicant, or in an action by Cowden Inc. to enforce its rights to collection for products, services, or both, sold to, Applicant on credit, subsequent or prior to the date hereof, the prevailing party shall be entitled to collect its costs and reasonable attorney fees.

Authority: The undersigned represents and warrants that he or she is a duly authorized agent acting on behalf of Applicant and has full and complete legal authority to contract for and bind Applicant to the promises, covenants, and obligations contained in this Agreement.

Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington Law.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Guaranty: For the purpose of inducing extension of credit or of inducing temporary forbearance from collection of accounts for monies due at the time hereof from the person or firm applying for credit, listed herein above, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of the person or firm applying for credit herein, and to whom credit is extended including but not limited to the due and prompt payment of all present and future indebtedness, whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration of any obligation and guarantees such without prior notice, demand, or pursuit of remedies against the party primarily liable. This guarantee shall continue in effect until the undersigned has notified Cowden Inc. in writing of its cancellation, even in the event that Applicant shall incorporate, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned hereby further agrees to indemnify and save Cowden Inc. harmless from any loss, damage, and expense caused by or arising out of any default on the part of such person or firm in making payment of any part or all of such sums and in the event of such default agrees, upon demand, to pay Cowden Inc. the amount of any such loss, damage, and expense. The undersigned further agrees to pay all reasonable costs, expenses, and attorney fees incurred in the enforcement to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind the heirs and personal representatives of the undersigned. This Guaranty shall be governed by the laws of the State of Washington and venue shall be in Whatcom County, at the sole discretion of Cowden Inc.

SIGNATURES

Signature/date		Signature/date	
Name and Title		Name and Title	
Date		Date	

CHECK BOX TO HAVE AN ACCOUNT ESTABLISHED WITH NORTH PACIFIC CONCRETE PUMPING, INC. BY DOING SO, ALL TERMS AND GUARANTIES WILL BE LEGALLY BINDING UNDER THE EXTENSION OF CREDIT BY BOTH COMPANIES.

3463 Cedarville Road

Bellingham WA 98226

Phone: 360-592-4200

Fax: 360-592-4302

Accounts Receivable Department Email: AR@cowdeninc.com