

**Terms.** Applicant agrees that the principal balance of every invoice shall be due and payable cash discount of 2% due 10th / net 25th following the month of purchase. Cash discount earned if paid by the 10th of the month following purchase. After that date, no discount will be allowed. All non-stock/special orders are Net25th following the month of purchase, no discount shall be allowed.

**Service Charge.** Applicant agrees to pay a past-due service charge computed on the basis of one and one-half percent (1.5%) per month (equivalent to eighteen percent (18%) per annum) on all sums due to Company, which have not been paid when due on the 25th of the month following the month of purchase. Applicant further agrees to promptly pay said past due service charge. The past-due service charge is due and payable when invoiced, and an additional past due service charge, computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more past due service charges shall not be deemed to be a waiver of future past due service charges.

**Return Policy.** All non-warranty returns subject to a 20% restocking charge. Special order items are nonreturnable. No merchandise accepted for credit without Company's prior written permission and a copy of the original invoice. Product must be new and unused, packaged in original carton. All returned goods must be delivered to Company freight pre-paid.

**Collection.** In the event that Company commences litigation seeking payment of any sums due it from Applicant, and/or Applicant is in default of this Agreement, even if no litigation is commenced, the Applicant agrees to pay Company's reasonable attorney fees and collection costs for such collection action, as well as collection in litigation including those at trial, in arbitration, and on appeal, and for post-judgment collection legal fees and costs. Without limiting the foregoing, Applicant specifically agrees to pay all Company's reasonable attorney fees and costs incurred in preparing, filing, releasing, foreclosing and/or satisfying any construction lien or bond claim arising by reason of or in any way related to Applicant's default under this Agreement. Applicant consents to the jurisdiction of the Courts of the State of Oregon and agrees that venue for any suit or action shall be the Court of Multnomah County, Oregon.

**Personal Guaranty.** In consideration of the extension of credit to Applicant by Company, and to induce the extension of credit by Company, the undersigned guarantor(s), jointly and severally, do(es) hereby irrevocably and unconditionally personally guarantee to Company the prompt payment, when due, without offset or deduction, of any and all indebtedness now existing or hereafter incurred by Applicant with Company, and agrees to pay such amounts, including court costs, collection charges and expenses, and attorney fees at trial, in arbitration, on appeal and in post-judgment collection action, as may be incurred by Company in collection of such indebtedness of Applicant. Guarantors agree that in the event that Applicant fails to pay any amount due Company, Guarantors will promptly pay such amounts upon demand of Company. This guaranty is direct and continuing and shall terminate only on the satisfaction of each and every obligation of Applicant to Company and Company's express release of Guarantors. Any indebtedness or obligation of Applicant to Guarantors now or hereafter held by Guarantors, is hereby subordinated to the indebtedness or obligations of Applicant to Company. The undersigned consents to the jurisdiction of the Courts of the State of Oregon and agrees that the venue for any suit or action shall be the Courts of Multnomah County, Oregon.