

Please return via fax 253-501-1622 or email credit@corlissco.com

COMMERCIAL CREDIT APPLICATION

CORLISS RESOURCES, INC.
PO BOX 487
SUMNER, WA 98390
PHONE: 253-826-8014 FAX: 253-501-1622

Listed below are a few requirements that need to be met for business credit processing to begin or application will be denied and not processed. *(Please allow 3 – 7 days for processing)*

- + We **do not** do personal accounts or construction loan accounts.
- + Application needs to be filled out as completely and accurately as possible;
- + You must be a Business to apply;
COMPANY MUST BE IN BUSINESS FOR A MINIMUM OF 1 FULL YEAR;
verification of time in business will be verified through various State of WA resources.
- + If a contractor, **business must be** registered with the State of Washington, Insurance and bond current as well as Employer Liability Certificate (verified through Dept of Labor & Industries) and current business license with the WA State Dept of Revenue;
- + Please list at least 4 trade references (not personal references, credit card companies, loans, or COD accounts) that your company has an active credit account with showing a payment history of a minimum of 1 year.
- + The Account Agreement and Personal Guarantee need to be signed;
- + **If using a Reseller Permit, please send a copy; or account will be taxed.**
- + If needing credit over \$25,000, a company financial statement may be needed.
- + While application is being processed use of COD payment for orders by credit card, cash, or check will need to be utilized until credit fully processed and approved; **order tickets and/or invoices prior to credit approval will not be held until credit account is open as there is no guarantee of approval**
- + A "Rush" is not always available for processing time – please allow sufficient time. **FILLING OUT CREDIT APPLICATION DOES NOT GUARANTEE CREDIT WILL BE APPROVED.** Along with references given, Credit Bureaus, County public records, WA State Courts and other available resources are used in the credit process to verify creditworthiness. Corliss Resources exercises its rights to lien, use of bond suit or other legal means to collect money owed.

COMMERCIAL CREDIT APPLICATION

3 - 7 day processing

Legal Business Name _____ Corliss Salesperson Name _____
(List All Trade Names, Dba's, Divisions Or Subsidiaries)

Business Street Address _____

City _____ State _____ Zip _____

Mailing Address _____

City _____ State _____ Zip _____

Business Phone _____ Fax _____

Cell Phone _____ E-Mail _____

Business Type Sole Proprietor Corporation Partnership LLC

Owner(s) Name(s), Home Street Address, Home Phone -List All Owners/Members/Partners. *(Use Additional Sheets If Necessary)*

Name _____ Street Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ % Ownership _____ Social Security # _____

Name _____ Street Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ % Ownership _____ Social Security # _____

Name _____ Street Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ % Ownership _____ Social Security # _____

How Long In Business _____ Contractor License# _____

Sales Tax Reseller Permit- Yes No (If Yes, Enclose Copy)

Sales Tax/Ubi# _____ Federal I.D. # _____

Credit Limit Requested (Not Guaranteed) \$ _____ Bonding Company _____

Business Bank & Branch _____ Phone _____ Fax _____

Account# _____ Contact Person _____

Personal Bank & Branch _____ Phone _____

Fax _____ Account# _____ Contact Person _____

I HEREBY AUTHORIZE BANK(S) NAMED ABOVE TO RELEASE INFORMATION REQUESTED FOR THE PURPOSE OF OBTAINING AND/OR REVIEWING CREDIT.

Have You Or Any Other Owner Or Officer Ever Done Business With Corliss Resources Inc? Yes No

If Yes, When? _____

Under What Name(S)? _____

Within The Past 7 Years, Have You Or Any Other Owner Or Officer Declared Personal Or Business Bankruptcy Or Otherwise Sought The Protection Of The Bankruptcy Code ? Yes No

If Yes, State When, Where And The Name In Which The Petition Was Filed _____

Does Your Business Have Any Past Due Accounts Payable? Yes No

Does Your Business Have Any Notes Or Other Indebtedness Past Due Or Past Maturity? Yes No

If Yes, Explain _____

Trade References (Please Fill Out 4 References-No Personal, Credit Card Or Cod Accounts)

Must Be Credit Accounts Showing A Payment History Of At Least 1 Year

Name _____ Contact Person _____

Phone _____ Fax _____ Acct# _____

Name _____ Contact Person _____

Phone _____ Fax _____ Acct# _____

Name _____ Contact Person _____

Phone _____ Fax _____ Acct# _____

Name _____ Contact Person _____

Phone _____ Fax _____ Acct# _____

CREDIT AND SECURITY AGREEMENT

Customer warrants the above information to be true and accurate. Customer applies to CORLISS RESOURCES, INC. ("Corliss") for the right to make commercial purchases on an open account basis. Customer hereby agrees that if credit is, or has been extended, all purchases made from Corliss are subject to the following terms and conditions:

1. To assist Corliss in making any credit decision at any time, Customer, Customer's principals and Guarantor(s) authorize Corliss to, from time to time, inquire into and obtain from any bank, lending institution, credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to Customer's credit worthiness or financial condition and/or Customer's principals' personal credit worthiness or financial condition and/or Guarantor's personal credit worthiness or financial condition. Customer understands that Corliss may report Customer's performance under the terms of this Account Agreement to credit reporting agencies or other authorized entities including, but not limited to, the owner of real property which Corliss has the right to lien. Customer agrees to release, indemnify, defend and hold harmless Corliss and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.
2. Unless otherwise agreed to in writing, payment of the entire amount due and owing is due and payable thirty (30) days following purchase ("Payment Date"). If Customer fails to pay the entire amount of the loan on the Payment Date, Customer will be considered in "Default" under this Agreement. Corliss reserves the right to suspend Customer's account privileges and/or terminate Customer's account if the account falls thirty (30) days past-due.
3. Customer hereby grants Corliss, to secure the payment and performance in full of all of the Customer's obligation to pay when due any fees, debts, principal, interest, and other amounts Customer owes Corliss now or later ("Obligations"), a continuing security interest in, and pledges to Corliss, the Collateral (as described on Exhibit A), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.
4. If this Agreement is terminated, Corliss's lien in the Collateral shall continue until the Obligations are repaid in full. Upon payment in full of the Obligations, Corliss shall, at Customer's sole cost and expense, release its liens in the Collateral and all rights therein shall revert to Customer and Corliss shall, at Customer's sole cost and expense, deliver such documents and make such filings as Customer may reasonably request to evidence such termination.
5. If Customer is in Default, Customer hereby authorizes Corliss to file financing statements, without notice to Customer, with all appropriate jurisdictions to perfect or protect Corliss's interest or rights given hereunder, including a notice that any disposition of the Collateral shall be deemed to violate the rights of Corliss under the Uniform Commercial Code. Any such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Corliss's discretion.
6. Corliss reserves the right at any time to suspend credit, change the credit terms, or demand adequate security from Customer when, in Corliss's sole opinion, the financial condition of Customer so warrants. In the event any billing is not paid when due, payment thereafter, regardless of prior terms and conditions, will become immediately due and owing. Acceptance by Corliss of less than full payment shall not be construed as a waiver of Corliss's rights hereunder or at law. Payments received by Corliss may be applied to such portion(s) of Customer's unpaid account as Corliss deems appropriate. Customer agrees that any line of credit desired or approved is not a limitation of liability, and Customer further agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.
7. FOR all goods or materials sold, CORLISS EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, and INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no circumstance shall Corliss be liable for SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES of Customer or claims of any third party against Customer. All claims of Customer relating to alleged (1) quantity or shipping errors or (2) defective goods or materials shall be WAIVED by Customer unless made in writing to Corliss within THIRTY (30) days after delivery (or Customer pickup) of the goods or materials. All claims of Customer relating to alleged pricing errors shall be WAIVED by Customer unless made in writing to Corliss within THIRTY (30) days after receipt of Corliss's Invoice. Customer expressly and knowingly WAIVES the right to a JURY TRIAL on any issues relating to this Account Agreement.
8. Corliss is not a lending institution; this is not a revolving account. At the sole discretion of Corliss, a service charge (or delinquent charge) may be assessed on past due amounts at any time after Default at the Annual Percentage Rate of twenty-two percent (22%) (1.833% per month) or at the highest rate authorized by law which shall accrue from the date

payment is due until paid. Corliss may retain an attorney or collection agency for collection purposes; Customer shall pay all attorneys' fees, collection agency fees, collection costs, expenses and court costs, including, but not limited to, post-judgment attorneys' fees and costs, whether or not suit is initiated incurred by Corliss. The validity, effect, interpretation and performance of this Account Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit may be laid at Pierce County or King County, Washington at Corliss's discretion. Customer hereby waives any claim, counter-claim, set-off, or defense against Corliss arising under this Agreement. Customer acknowledges that such waiver is or may be essential to Corliss' ability to enforce its remedies without delay and that such waiver therefore constitutes a substantial part of the bargain between Corliss and Customer with regard to this Agreement. Corliss may assess a \$35.00 "NSF" check fee on all returned checks. Customer understands that the fact that a service charge will be imposed does not authorize payment of the account to be made in installments or in any other manner than provided herein.

9. Customer agrees to notify Corliss, in writing, thirty (30) days prior to any change in the ownership or business structure of Customer and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. Corliss may, regardless of the terms herein or on any invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owners' credit, which approval shall be at Corliss's sole discretion.
10. This Account Agreement supersedes and replaces all prior written and oral agreements, representations and understandings between Corliss and Customer. In the event of any conflict between the language of this Account Agreement and the language of an Invoice, the language of this Account Agreement shall control. No terms or conditions of Customer's purchase orders different from the terms of this Account Agreement will become part of any agreement between the parties unless specifically approved in writing by Corliss. The terms of this Account Agreement are severable and the invalidity or illegality of any term shall not affect the others. The parties hereto agree that the sale(s) referenced herein are commercial sale(s). This Account Agreement may be executed in counterparts each of which will constitute an original but all of which will constitute one and the same instrument; a faxed or photocopied Account Agreement shall be as valid as the original.
11. Customer agrees that all sales are final. Any returned materials or goods which Corliss elects to accept may be subject to a restocking charge. Corliss will not accept returned special ordered (non-stock) materials or goods. Corliss will not accept damaged materials or goods.
12. If Customer's application for business credit is denied, it has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Corliss's Credit Manager within 60 days from the date Customer is notified of Corliss's decision. Corliss will send Customer a written statement of reasons for denial within 30 days of receiving the request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

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.

I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED ABOVE.

Name _____ Date _____

Signature _____

NAME _____ DATE _____

SIGNATURE _____

PERSONAL GUARANTEE

(Each Corporate Officer, Member or Partner Must Sign)

This Personal Guarantee is made by the undersigned to Corliss Resources, Inc. ("Corliss") in order to induce Corliss to extend credit for the sale of goods and/or materials to Customer.

I/we hereby absolutely and personally guarantee to Corliss the prompt and full payment of ALL amounts, obligations and indebtedness due Corliss from Customer. This Personal Guarantee further extends to, and guaranties prompt and full payment of all service charges, interest, expenses, collection costs, collection agency fees, attorneys' fees and post-judgment costs and attorneys' fees incurred by Corliss by reason of Default of Customer and/or Default of guarantor(s). This Personal Guarantee is a continuing, primary and unconditional personal obligation and covers all existing and future obligations and indebtedness of Customer to Corliss. I/we hereby waive notice of Default, non-payment and notice thereof. I/we consent, and therefore this Personal Guarantee applies, to any modification or renewal of Customer's agreement with Corliss hereby guaranteed. If more than one person signs below, each signor is a Guarantor hereunder and agrees to be jointly and severally liable herein. The release of one Guarantor's liability will not affect the liability of another Guarantor. This Personal Guarantee may be executed in counterparts each of which will constitute an original but all of which will constitute one and the same instrument; a faxed or photocopied Personal Guarantee shall be as valid as the original.

This Personal Guarantee remains valid and binding notwithstanding any change in the nature, structure, composition, ownership, merger or consolidation of Customer. This Personal Guarantee shall be binding on my/our heirs, executors, personal representatives and assigns. I/we waive any rights I/we may have to require Corliss to proceed against Customer or pursue any other remedy prior to enforcing this Personal Guarantee. I/we warrant that the waivers above are made with my/our full knowledge and careful consideration and are reasonable and not contrary to public policy or law. The validity, effect, interpretation and performance of this Personal Guarantee shall be governed by the laws of the State of Washington. At Corliss's discretion, venue for any lawsuit may be laid in Pierce County or King County, Washington. To assist Corliss in making any credit decision, I/we authorize Corliss to from time to time inquire into and obtain from any bank, lending institution, consumer credit reporting agency or other reference, whether or not listed in the above Credit Application, any and all information relating to my/our personal credit worthiness or financial condition consistent with the Federal Fair Credit Reporting Act.

Date _____

Signature _____

(signed in my individual capacity)

Signature _____

(signed in my individual capacity)

Signature _____

(signed in my individual capacity)

Signature _____

(signed in my individual capacity)

PROJECT INFORMATION

Please return this project form to Corliss Resources Inc. as soon as possible prior to project starting.

Project Type: Commercial Residential Public Works Federal

Is it Prevailing Wage? _____ Intent # _____

If Federal is it Davis-Bacon? _____ Wage Determination # _____

Your Company Name _____

Address _____ State _____ Zip _____

Is your company acting as: General Subcontractor Other _____

What company will be ordering aggregate and/or concrete from us: _____

Estimated project amount/\$ amount of concrete/aggregate to be ordered _____

General Contractor _____

Address _____ State _____ Zip _____

Project Name _____

Project Address _____ State _____ Zip _____

Parcel# _____ County _____

Property Owner Name _____

Address _____ State _____ Zip _____

Bonding Company _____

Address _____ State _____ Zip _____

Completed forms can be returned via **fax 253-501-1622** or **email credit@corlissco.com**

If you have any questions, please call the Credit Department at **253-826-8014**.