



2840 W. Valley Hwy. N. Suite#101  
Auburn, WA 98001  
Tel: 253-249-7669 Fax: 253-249-7453

### CREDIT APPLICATION AND GUARANTEE

Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Delivery Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Year Established \_\_\_\_\_

Form of Organization: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_ State License No: \_\_\_\_\_ D & B # \_\_\_\_\_ Fiscal Year End \_\_\_\_\_

#### Complete the following information for Account department

Account Payables Name: \_\_\_\_\_

Account Payables' email address: \_\_\_\_\_

#### Complete the following information for corporate Officers, Partners or an individual Proprietor.

_____ Name and Title	_____ Name and Title	_____ Name and Title
_____ Home Address	_____ Home Address	_____ Home Address
_____ City, State, Zip	_____ City, State, Zip	_____ City, State, Zip
_____ Social Security No.	_____ Social Security No.	_____ Social Security No.

#### Bank Reference:

Name	Branch	Phone	Fax

#### Trade References:

Company Name	Contact Person	Address	Phone	Fax
1				
2.				
3.				

**ATTACH YOUR BUSINESS LICENSE.**



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#### AGREEMENT:

**Terms:** The terms and conditions of this Agreement shall be applicable to every sale of goods by Seller to Applicant.

**Authorization:** Applicant authorizes Koolance, Inc. ("Seller") to inquire into and obtain from any bank, lending institution, or credit reference, whether listed on the Credit Application or not, any and all information relating to the Applicant's creditworthiness or financial condition.

**Warranties and Limitations of Remedies:** ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. APPLICANT'S REMEDIES ARE EXCLUSIVELY LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE GOODS; OR, IF REPAIR OR REPLACEMENT IS REIMBURSEMENT OF ANY PURCHASE PRICE.

**Interest:** Unless Otherwise agreed in writing, all amounts due to Seller are payable in full within thirty (30) days of the date stated on each invoice. If any amount is not paid on time, a charge of one and one half percent (1.5%) per month of the delinquent balance compounded monthly (or if that amount is not allowed by law, such lower amount as is allowed) shall be added to the sum due until paid.

**Financial Information:** Contemporaneous with this application, applicant has provided Seller with financial statements or financial information in the form requested Seller. Applicant certifies that the provided financial information accurately reflects the financial condition of Applicant and that it has disclosed all outstanding liabilities and other conditions that could adversely affect its financial condition.

**Commercial Purposes:** Applicant certifies that all purchases made pursuant to this Agreement for which Seller has extended credit shall be used solely for commercial purposes.

**Purchase Money Security Interest:** Applicant grants to Seller a purchase money security interest in all goods purchased by Applicant from Seller until invoices for those goods have been fully paid. If requested, applicant shall execute financing statements or other documents required protecting the security interest.

**Security Interest:** Applicant grants to Seller a security interest in all of its present and future assets and in all of its inventories until all obligations to Seller are satisfied. Such security interest is granted to secure Applicant's present and future obligations to Seller.

**Relationship:** The relationship between Applicant and Seller is that buyer and seller, and nothing in this Agreement shall be construed to create any other relationship. Applicant is not and shall not represent it to be the agent or legal representative of Seller; Applicant has no express or implied right or authority to act in the name of Seller or to bind Seller in any manner whatsoever.

**Allocation and Shipment:** Seller reserves the right to reject any order in whole or in part. Seller shall have the right any time to allocate sales of existing inventories as it chooses, and Applicant understands that this may cause delay in delivery or partial or complete rejection of any order. Failure to fill any order in whole or in part shall not render Seller liable to Applicant.

**Inspection:** Applicant shall inspect the goods purchased from Seller within seven (7) days after delivery to Applicant. Applicant shall be deemed to have waived any objection to nonconformity, if written notice of objection is not delivered to Seller within ten (10) days after delivery.

**Delays in Deliver:** Delays may occur in manufacturing and shipment. Seller shall not be liable for delays in delivery, but Applicant may cancel an order if such order is not delivered within thirty (30) days after the agreed delivery date.

**Notices:** All notices shall be deemed given when delivered in person, by facsimile, or by courier. If notice is sent via United States Postal Service, notice shall be effective three (3) days after it is mailed to the current address supplied by addressee.

**Attorney's Fees and Costs:** In the event any party to this Agreement employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing party's reasonable costs and attorney's fees incurred. In addition, Applicant shall pay, in the event its account becomes delinquent, Seller's reasonable costs and attorney's fees incurred. In addition, applicant shall pay; in the event its account becomes delinquent, Seller's reasonable attorney's fees plus all attendant collection costs to enforce this Agreement.

**Applicable Law:** All transactions shall be governed and interpreted by the laws of the state of Washington. Venue of any action to enforce this Agreement shall be in Seattle, King County, Washington.



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Waiver; No waiver of strict compliance with, or breach of, a term or condition shall be deemed to be a waiver of any subsequent failure of strict compliance or breach. This document may be modified only be written document signed by Seller.

Entire Agreement: This instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Truthfulness of Statements: Applicant certifies that all statements contained in this application or made in connection with this application are true and correct. Applicant understands that any false information provided in connection with this application constitutes a material breach of the Agreement.

DATED: \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(Name of Company) By: \_\_\_\_\_  
(Signature and Title)

**Personal Guarantee:**

Guarantor, in consideration of Koolance, Inc. ("Seller") extending credit to \_\_\_\_\_ ("Applicant") on behalf of themselves, and of their respective marital communities, if married, jointly and severally personally guaranty payment of any obligation of Applicant to Seller. This is a continuing guaranty for such obligations of Applicant as may hereafter accrue. Guarantor waives notice of acceptance, default and nonpayment and consents to and waives notices of any extension, modification or renewal of the guaranteed obligations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Guarantor – Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone



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## AUTHORIZATION TO RELEASE CREDIT INFORMATION

COMPANY NAME:	BANK NAME:
CONTACT PERSON:	BANK CONTACT:
CHECKING ACCT. NO:	BANK PHONE:
SAVING ACCT. NO.	BANK FAX:

Our company, \_\_\_\_\_, hereby authorizes the bank to release credit information on our accounts to **Koolance, Inc.** We are presently in the process of establishing credit with them. Please provide all necessary information and return directly to Koolance, Inc. to expedite our credit application.

Authorized signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_

### **BANK USE ONLY**

CHECKING ACCT. NO	SAVING ACCT. NO.
DATE OPENED	DATE OPENED
AVERAGE BAL	AVERAGE BAL
CURRENT BAL	CURRENT BAL
STOP PAYMENTS	STOP PAYMENTS
NON-SUFFICIENT FUND	NON-SUFFICIENT FUND
LOAN ACCOUNT. NO.	SECURED NON-SECURED
HIGH CREDIT	DATE OPENED
LINE OF CREDIT	AVERAGE BALANCE
TERMS	CURRENT BALANCE
COMMENTS:	
PREPARED BY	DATE

**PLEASE FAX VERIFICATION TO 253-249-7453**