



# ROSEN SUPPLY COMPANY, INC.

P.O. BOX 11185 TACOMA, WA 98411 (253)-627-3616

# Credit Application

Wholesale Distributor of Plumbing and Heating

- Branch # 1: 2920 S. Chandler Tacoma, WA
- Branch # 2: 3405 11<sup>th</sup> St. Bremerton, WA
- Branch # 3: 5300 Lacey Blvd. S.E. Lacey, WA
- Branch # 4: 13500 N.E. 124<sup>th</sup> Kirkland, WA

- (253)-627-3176
- (360)-377-5501
- (360)-491-0996
- (425)-821-8494

- Branch # 7: 2130 Wall Street Everett, WA
- Water Concepts (Showroom Sales)**
- 3505 S. Tacoma Way Tacoma, WA

- (425)-258-2700
- (253)-627-BATH

**PLEASE CHECK BRANCH OF CHOICE**

Applicant – Business or Corporate Name			Application Date		
Business Street Address			Billing Address: Street or P.O. Box		
City	State	Zip	City	State	Zip
Business Telephone No.		Fax No.	Email Address		
We are engaged in the business of		Year Business was Established	Number of Employees	Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other Specify	
Contractor's Licensee No.		Expiration Date	Estimated monthly credit Requirements or line of Credit requested \$		
Name and Address of Bond Company			Amount of Bond	Building Business is located in is <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Rented	

**THIS SECTION MUST BE FILLED OUT COMPLETELY**

OWNERS (if applicant is a Sole Proprietorship or Partnership)			OFFICERS (if a Corporation)		
Name		Social Security No.	Title		
Home Address			Home Phone No.		
Name		Social Security No.	Title		
Home Address			Home Phone No.		
Name		Social Security No.	Title		
Home Address			Home Phone No.		

<b>BANK OR SAVINGS AND LOANS ASSOCIATION:</b>			
Name	Branch	Account No.	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other
Name	Branch	Account No.	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other

<b>APPLICANT'S PRINCIPAL SUPPLIERS ARE: (List at Least three) (If new business List credit references of Principals)</b>			
Name	Address	Phone No.	Amount Owing
Name	Address	Phone No.	Amount Owing
Name	Address	Phone No.	Amount Owing
Name	Address	Phone No.	Amount Owing

Applicant grants to Rosen Supply Company authority to contact any bank or trade reference and make other credit inquiries it deems necessary for purposes of evaluating this Credit Application. Applicant authorizes the release of such information to Rosen Supply Company and warrants that the information as stated is true and correct. The parties agree that all purchases made are subject to the following terms and conditions.

Applicant acknowledges that the Terms and Conditions listed on pages 2 and 3 of this credit application are incorporated into this Agreement.

All sales will be C.O.D. until credit application is approved.

The undersigned applicant hereby agrees that all purchases are payable in full by the 10<sup>th</sup> of the month following the date of purchase. If applicant fails to pay any invoices when due, applicant agrees to pay a late charge of 1 ½ % per month, or the maximum rate allowed by law, on any past due balance. Amounts are paid when they are received by Rosen Supply Company. If any amount owing to Rosen Supply Company is not paid when due, Rosen Supply Company may at its option place the account on a cash basis and terminate any unfilled orders or discontinue any deliveries until all past-due payments are made and adequate assurance of Applicant's financial ability is received.

In case of default in relation to this agreement, Applicant agrees to pay all of Rosen Supply Company's attorney fees and costs, including those on appeal, even if no legal action is filed.

The undersigned Applicant is obligated to pay for all goods purchased regardless of whether Applicant receives any payment due to Applicant for subsequent sale of the good. Invoices are not payable in installments, but are payable in full as stated in paragraph (2) ABOVE. In addition, Applicant is obligated to pay all invoices, regardless of the credit limit.

1. Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless Applicant notifies Rosen Supply Company in writing within ten (10) business days of receipt of the invoices or statements. Applicant further agrees to notify Rosen Supply Company in writing within ten (10) business days of receipt of goods of any defects, overstock, damages, non-conforming goods, or any other reason that would cause Applicant to reject goods shipped by Rosen Supply Company. Applicant's sole and exclusive remedy is replacement of the nonconforming goods or refund of Applicant's payment at Rosen Supply Company's sole option regardless of any contractual provisions that may exist in Applicant's subcontract or purchase order with its customer.
2. Rosen Supply Company may apply payments in its sole discretion unless Applicant instructs Rosen Supply Company in writing as to how funds are to be applied.
3. If Applicant is a sole proprietorship or partnership, Applicant agrees that in the event of incorporation, all terms of this agreement will apply to the corporation, including the personal guaranty of any individual signing this agreement unless Applicant notifies Rosen Supply Company in writing. Any change in Applicant's business structure shall not affect Applicant's obligations under this agreement unless Rosen Supply Company agrees otherwise in writing. Applicant cannot transfer or assign the account relationship created hereby without Rosen Supply Company's prior written consent.
4. Pursuant to paragraph (3), the terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of Washington, as they apply to transactions between merchants, and venue in any action herein may be laid in or transferred to any county in Washington, at the sole discretion of Rosen Supply Company and provisions shall be deemed and hereby are severed from this agreement which shall otherwise remain in full force and effect. Applicant further agrees and binds itself to the terms and conditions printed on the reverse side of Rosen Supply Company's invoices. Applicant agrees that any dispute between applicant and Rosen Supply Company shall, at the option of Rosen Supply Company, be submitted for resolution through binding arbitration.
5. Applicant agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Rosen Supply Company for delivery, no delivery, sale, or use of goods regardless whether arising at any time in the future, to recover such damages is hereby waived, released and discharged.
6. All goods are sold F.O.B. seller's place of shipment unless otherwise stated. The carrier is responsible for goods broken or lost in transit. Delivery times are estimated and not guaranteed. Rosen Supply Company shall have the right to deliver all of the goods at one time or in portions. Rosen shall not be responsible or liable for failure of delivery for reasons beyond its control. Rosen Supply Company may refuse the return of any goods from Applicant unless Rosen has issued prior written authorization to return such goods. All goods returned are subject to a minimum restock charge of 25% plus any handling and freight costs associated or incurred by Rosen Supply Company in the original sale and subsequent return of goods. Special Order Materials are not subject to return. Claims to breakage, shortage or damage must be filed with carrier. Waiver by Rosen Supply Company of a breach by the Applicant of any provision of this agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect. All items sold by Rosen Supply Company are sold "AS IS". The only warranties applying to such items are those which may be offered by the manufacturer. Rosen Supply Company does not adopt or accept a manufacturer's warranties. Applicant expressly disclaims all guarantees or warranties, either express or implied, including but not limited to any implied warranties of merchantability of fitness for a particular use. This express disclaimer of all guarantees and warranties, expressed or implied has been specifically negotiated between Rosen Supply Company and Applicant, with the Applicant choosing to accept the disclaimer and the item(s) "AS IS".
7. This Credit Application may not be modified without Rosen Supply Company's written approval, signed by one of its officers.
8. Any individual or business making purchases as an agent of the owner shall remain liable for the balance due according to the terms stated herein unless the owner establishes his/her/its own independent account by delivering to Rosen Supply Company a fully executed Credit Application.

- 9. The Credit Application binds Applicant and any successor business, which is any business controlled or managed by any one of the current Applicant's principals.
- 10. Severability: If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party.

**FOR CONSUMER PURCHASES, THE FOLLOWING APPLIES:**

- 16. IF the Applicant's application for business credit is denied or there is a denial of a request for an increase in business credit, the Applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Rosen Supply Company within 60 days from the date the Applicant is notified of the Seller's decision. Rosen Supply Company will send the Applicant a written statement of reasons for the denial within 30 days of receiving the Applicants request for the statement. The address and contact information for Rosen Supply Company is : PO Box 11185 Tacoma, WA 98411
- 17. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, color, 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 credit is the Federal Trade Commission, Division of Credit Practices, and the Sixth Pennsylvania Avenue, NW, Washington, DC 20580

By Signing here, you agree to the foregoing terms and conditions and warrant that if the applicant is a corporation, limited liability company or limited partnership that you have authority to sign on behalf of the applicant.

Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_ Date \_\_\_\_\_

**By signing here, you agree to permit seller to request a personal credit report**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

To induce Rosen Supply Company to extend credit to the above-named Applicant and in consideration thereof, and if more than one, each of us jointly and severally, unconditionally personally guarantee the obligation of the Applicant to Rosen Supply Company including but not limited to the prompt payment of all present and future indebtedness, whether secured or unsecured, on an open account or job account, regardless of how the indebtedness is represented or incurred. I/We consent to any extension or alteration of any obligation and guarantee such without prior notice, demand or pursuit of remedies against the party primarily liable. This shall be an open, unlimited and continuing guaranty in effect until I have notified the creditor in writing of its cancellation, even in the event that Applicant shall incorporate, but such cancellation shall not alter any obligation arising hereunder prior to receipt of such written notice. I/We further agree to pay all costs, expenses, and attorney fees result of the extension of credit to Applicant including but not limited to the collection of any past due indebtedness whether or not suit is filed. This agreement shall bind my/our heirs and personal representatives. This continuing guaranty shall be governed by the laws of the State of Washington, and venue shall be at the sole discretion of Rosen Supply Company.

By Signing here you are agreeing to a personal guarantor.

I personally guarantee payment of this account as set forth above on behalf of myself and my marital community.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_