



611 S. Charlestown St. Seattle, WA 98108 • 206-623-4697 or Toll Free 800-347-5767

SEATTLE • PORTLAND • LAKEWOOD • SPOKANE • BOISE • MOUNTLAKE TERRACE

Email Completed Application To: Accounting@AtlasSupply.com

**BUSINESS INFORMATION**

Firm Name:		DBA:	
Billing Address: Street	City	State, Zip Code	
Physical Address: Street	City	State, Zip Code	
Contact:	Phone/Ext:	Email Address:	Email Invoices: Yes No Contractor License #:
Type of Business: Corporation Partnership Sole Proprietorship LLC			
Bonding Co.:	Bond #:	Date Business Started:	Date/State Incorporated:
Credit Line Requested:	How Long at Present Address:	Previous Address if within the past 6 months:	
PO Required: Yes No	Job Name Required: Yes No	UBI #	TAX ID#

**TRADE REFERENCES**

	(1)	(2)	(3)
COMPANY NAME			
ADDRESS			
CITY, STATE ZIP CODE			
TELEPHONE			
FAX#/Email Address (required)			

**OFFICERS, OWNERS, & PRINCIPAL PARTNERS**

NAME	TITLE	SOCIAL SECURITY#	HOME ADDRESS	PHONE#

**BANK REFERENCES**

Company Bank: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Branch Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Construction Financing:**

Company Bank: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Branch Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

COPY OF EXEMPTION CERTIFICATE MUST BE FORWARDED FOR EXEMPTION STATUS AT THE TIME OF PURCHASE. TAX WILL BE CHARGED

Sales Tax Applicable: Yes No

Please attach a list of all creditors of the Applicant who holds liens or security interests in assets of the Applicant. Include name of creditor, description of assets and amount of debt.

Attached to this Application and marked "Information Sheet" is the most current information available in response to the questions on the "Credit Application."

**PURCHASE AGREEMENT**

The undersigned ("Applicant" and/or "Applicant Company") hereby makes this application for credit ("Application") to Atlas Supply, Inc. ("Seller"), and in making this Application the Applicant agrees to be bound by all of the terms and conditions contained in this Application, any documents referenced by this Application, or any supplements to this Application. Applicant attests that he/she is an owner or principal in the Applicant Company or is otherwise authorized to enter this agreement with Seller. The person(s) signing this application certifies that all of the information contained in this application and any attachment or amendment is true, correct and complete to the best of their information, knowledge and belief. ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE RCW19.36.110.

As a result of this Application or otherwise, should a credit availability be granted by Seller to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller, and the Applicant shall be bound by all terms set forth in this application, as well as payment terms on any invoice and the terms and conditions set forth in the Credit Policy of the Seller. The Seller may terminate any credit availability at any time within its sole discretion. As a condition of continued extension of credit by the Seller, the Applicant agrees at the Seller's request to provide updated financial information to the Seller. The Applicant further agrees to provide the Seller with an updated credit application on request as a condition for the continued extension of credit. The Applicant agrees to pay for all charges in connection with the purchase of goods and/or services from the Seller according to the terms of Seller, which may be listed on invoices or otherwise. The Applicant agrees that the continued solvency of the Applicant is a precondition to any extension of credit made by the Seller to the Applicant. On request, the Applicant agrees to provide the Seller a statement representing that the Applicant is and remains solvent.

With respect to any sales of goods or services by Seller to the Applicant on credit, the applicant agrees that all amounts payable on or before the net due date as shown on the Seller's invoices will be paid by the said due date and, if not paid on or before said date, will then be deemed to be delinquent (a "Delinquency"). If goods are shipped via common carrier, risk of loss shall pass to the Applicant at delivery to such common carrier. It is understood that the Seller may impose and collect finance charges on any Delinquency, which charge will be the lower of a) 1 1/2% per month (18% per annum), or b) the highest rate allowed by law with respect to debts due by the Applicant on any amount which becomes a Delinquency, which shall be added to the total balance. Additionally, the Applicant agrees to be liable for all internal and external collection costs and attorney's fees in connection with any Delinquency placed for collection by the Seller. Attorney's Fees. In the event it becomes necessary for Seller to forward any matter or dispute to collections or to legal counsel to enforce this Agreement, Seller shall be entitled to recover its attorney's fees, court costs, expenses and/or any collection fees incurred from Applicant, whether or not a lawsuit is initiated, including post-Judgment attorney's fees and court costs, appellate court attorney's fees and costs and/or bankruptcy court attorney's fees and costs. The laws of the State of Washington, without regard to its choice of law rules, shall be applicable to all actions arising under this and any other agreement between Applicant and Seller. All accounts shall be due and payable to Atlas Supply, Inc., 611 South Charlestown Street, Seattle WA 98108. The parties agree that the Superior Court of the State of Washington for King County shall have jurisdiction over the parties to and subject matter of this Agreement and that venue shall be in said court. **THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN THEM.** In the event that from time to time the Seller may owe credits, refunds, reserves or other monies to the Applicant, such indebtedness shall be deemed to be created from this Agreement, and Seller shall have the right of recoupment of such credits or refunds within its sole discretion.

In the event that this Application is made by individuals or a partnership or at any time the obligations referenced by this Application are guaranteed by individuals, the Applicant and any guarantors acknowledge and agree that any credit to be extended by the Seller to the Applicant will be business or trade debt. The Applicant acknowledges and agrees that the Seller may utilize outside credit reporting services to obtain information in order for the Seller to evaluate the initial credit decisions with respect to the Applicant and all ongoing credit decisions thereafter. The Applicant acknowledges and agrees that the Seller may utilize outside credit reporting services to obtain information in order for the Seller to evaluate the initial credit decisions with respect to the Applicant and all ongoing credit decisions thereafter.

**SELLER DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO ANY AND ALL GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Applicant/Applicant Company understands and agrees that Seller would increase the sales price of the product if such warranties were made. Applicant shall not in any event be entitled to, and Seller shall not be liable for, any indirect, special, incidental or consequential damages of any kind or nature including, without limitation, business interruption costs, removal or reinstallation costs, loss of profit or revenue or loss of data. No credits will be issued without the Seller's prior written approval and all returns may be subject to a restocking charge. Approved warranties will not be released until all materials involved with said warranty have been paid in full.

This agreement is continuing and shall remain in force until revoked by Applicant by notification in writing to Seller, but such revocation shall be effective only as to claims of Seller which arise out of transactions entered into after receipt of such notice by Seller. In the event of a name change or change in business entity of the Applicant, this agreement shall remain effective until a new agreement has been provided reflecting such change(s). In the event of a change in ownership, this agreement shall remain in effect until revoked by written notification as described above, at which time this agreement shall terminate. Such revocation shall be effective only as to claims of Seller, which arise out of transactions entered into after receipt of such notice by Seller via certified mail with proof of receipt by Seller.

This Agreement contains the entire agreement of the parties regarding the subject matters hereof. There are no oral or written agreements between the parties regarding such matters. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be for the benefit of the parties hereto and shall be binding on the parties and their heirs, successors, assigns and personal representatives.

Name of entity (Business Name): \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**GUARANTY**

This personal guarantee is made by the undersigned to Atlas Supply, Inc. ("Seller") in order to induce extension of credit in respect to sales of goods to:

Applicant Company: \_\_\_\_\_

The undersigned ("Guarantor") personally guarantees Seller the prompt payment when due, or upon demand thereafter, of the full amount of all obligations and indebtedness due to Seller from the Applicant Company together with all late charges, interest, expenses of collection and reasonable attorney fees incurred by Seller by reason of default of the Applicant. All of the provisions of the foregoing Purchase Agreement are incorporated in this Guaranty, including, without limitation, provisions regarding waiver of jury trial, jurisdiction, venue and disclaimer of warranties.

This is a continuing guarantee and shall remain in force until revoked by the Guarantor by notification in writing to the Seller, but such revocation shall be effective only as to claims of the Seller, which arise out of transactions entered into after receipt of such notice by Seller via certified mail with proof of receipt by Seller. The obligation of the undersigned is a primary and unconditional obligation and covers all existing and future indebtedness of the Applicant Company to Seller. This obligation shall be enforceable before or after proceeding against the Applicant Company and shall be binding on the undersigned, his/her successors and assignees. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of the personal guarantee, hereby consents to and authorizes the use of credit reports on the undersigned by the Seller in the credit evaluation process and from time to time as needed.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_



## Credit Policy

It is the policy of the Credit Department of Atlas Supply, Inc. (Seller) to facilitate sales by extending commercial lines of credit to our business customers as appropriate. A line of credit shall be considered for any business customer who:

1. Completes an Atlas Supply, Inc. Account Information Sheet and Purchase Agreement (“Application”).
2. Agrees to terms in writing (i.e. Purchase Agreement, contract, etc),
3. Agrees to a reasonable credit investigation including, but not limited to, direct contact of trade references, search of credit and other databases, and trade group information,
4. Is in compliance with all federal, state and local licensing, registration and/or bonding requirements.

The Credit Department reserves the right to refuse credit based on any information revealed during a reasonable investigation of credit. If the credit is denied or there is a denial of a request for an increase of business credit, the Applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Atlas Supply, Inc., Credit Manager, 611 South Charlestown Street, Seattle WA 98108, within 60 days from the date of notification of the Seller’s decision. The Seller will send the Applicant a written statement of reasons for denial within 30 days of receiving the Applicant’s request for the statement.

*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, Sixth Pennsylvania Avenue NW, Washington, DC 20580.*

No terms or conditions of purchase orders different from the terms of the Seller will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by the Seller. All orders shall be deemed to incorporate the terms and conditions of the Application and this Credit Policy. In no event shall preprinted terms and conditions on a customer’s documents, such as purchase orders, confirmations, acceptances, etc. modify or add to the terms of an order or the Application or this Credit Policy.

No credits will be issued without Seller’s prior written approval, and all returns may be subject to a restocking charge.

Use of the Seller’s name, trademarks, trade names or logos shall not be allowed without the Seller’s written consent.

Prompt payment according to terms is expected on all invoices. Deviation from original terms agreements must be approved in writing by the Credit Department and all parties. Past due invoices may be subject to a service charge of 1-1/2 % per month, or 18% per annum.

A diligent effort will be made by the Credit Department to resolve all matters involving invoices that have become delinquent. All resources available shall be used to settle such matters in such a manner that positive customer relations can be maintained. All legal defenses and rights available to Atlas Supply, Inc. will be preserved.

Credit privileges may be withheld without notification. Once withheld, credit privileges may be restored at the sole discretion of the Credit Department.

### CORPORATE OFFICE

SEATTLE BRANCH 611 S Charlestown St Seattle, WA 98108 Toll Free 1 (800) 347-5767 (206) 623-4697 Fax (206) 382-9319	PORTLAND BRANCH 2325 SE 10th Ave Portland, OR 97214 Toll Free 1 (800) 806-7952 (503) 281-6585 Fax (503) 281-6966	LAKESWOOD BRANCH 4823 95th St SW Building 7, Suite B Lakewood, WA 98499 (253) 983-8882 Fax (253) 983-8068	SPOKANE BRANCH 12918 E Indiana, Suite B Spokane Valley, WA 99216 (509) 924-2417 Fax (509) 924-3640	BOISE BRANCH 134 N Cloverdale Boise, ID 83713 (208) 287-0963 Fax (208) 287-0964	MOUNTLAKE TERRACE BRANCH 6908 220th St SW Mountlake Terrace, WA 98043 (425) 248-4000 Fax (425) 248-2088
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## Shipping & Return Policy

### Shipping Policy

#### Notice for your protection

All claims for loss or damage(s) should be filed immediately with the freight agent making delivery to your door. Then Atlas Supply, Inc. should be notified immediately after & we will mark our records accordingly. The carrier who delivers merchandise to your door is responsible for loss and damage(s). Acceptance of the shipment by the freight agent is acknowledgment that the articles delivered to them were in good condition and properly packaged. Should you need assistance with the claim, we will be glad to help.

#### **Here's how to handle damages and shortages:**

##### Visible Damage

- I. Have delivery agent note on Freight Bill the nature and extent of damages
- II. Notify the freight agent's office to inspect the merchandise
- III. File a claim for damages at once. In filling a claim with the freight agent, you may:
  - a. Make a cash adjustment for full value
  - b. Arrange to have repairs made or replace the merchandise

##### Concealed Damage

- I. If damage is noticed when merchandise is unpacked, notify freight agent's office immediately and ask to have it inspected
- II. Do not destroy packing materials until shipment is inspected and claim settled

##### Shortages

- I. All shortages must be reported within ten days
- II. Check number of cartons delivered with the quantity shown on your receipt
- III. If quantities do not tally, have driver note shortage and if missing items do not show up in a few days, advise Atlas and we will reship.

**NOTE: Do not return damaged merchandise as freight agent will pick it up after settling claim**

##### Merchandise Return Policy

There will be a **MINIMUM 20% RESTOCKING CHARGE** for authorized material returns. It is to the sole discretion of Atlas Supply, Inc.

- I. Material must be in resalable condition and have no visible damage
- II. Be within marked shelf life (within 90 days of shelf life expiration)
- III. Returned within 30 days from date of purchase
- IV. Returns must be a minimum of \$25 per invoice, unless otherwise approved by management

**NO RETURNS ON CUSTOM OR SPECIAL ORDER MATERIALS**

##### Important

We appreciate your business and we want you to be totally satisfied with our products and services. However, we wish you to understand the following:

Recommendations for the use of our products are based on information that we believe to be reliable. Manufacturer and/or seller are not responsible for the results where the product is used under conditions beyond our control. Under no circumstances will Atlas Supply, Inc. be liable for damages to anyone in excess of the purchase price of the product.

Test any product in your Application!

SDS available upon request

#### CORPORATE OFFICE

SEATTLE BRANCH  
611 S Charlestown St  
Seattle, WA 98108  
Toll Free 1 (800) 347-5767  
(206) 623-4697  
Fax (206) 382-9319

PORTLAND BRANCH  
2325 SE 10th Ave  
Portland, OR 97214  
Toll Free 1 (800) 806-7952  
(503) 281-6585  
Fax (503) 281-6966

LAKEWOOD BRANCH  
4823 95th St SW  
Building 7, Suite B  
Lakewood, WA 98499  
(253) 983-8882  
Fax (253) 983-8068

SPOKANE BRANCH  
12918 E Indiana, Suite B  
Spokane Valley, WA 99216  
(509) 924-2417  
Fax (509) 924-3640

BOISE BRANCH  
134 N Cloverdale  
Boise, ID 83713  
(208) 287-0963  
Fax (208) 287-0964

MOUNTLAKE TERRACE BRANCH  
6908 220th St SW  
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