



MAIN OFFICE: PO BOX 14768, PORTLAND OR 97293
IN PORTLAND: 312 SE STARK ST, PORTLAND OR 97214
IN SEASIDE: 734 OCEAN WAY, SEASIDE OR 97138
IN REDMOND: 323 SE FRANKLIN ST, REDMOND OR 97756
www.meshersupply.com

(503) 236-4148 FAX (503) 517-0532
 (503) 236-4148 FAX (503) 235-9335
 (503) 738-3920 FAX (503) 738-3921
 (541) 548-6400 FAX (541) 548-3300

CREDIT APPLICATION

BUSINESS OR INDIVIDUAL NAME		
DBA:		
STREET ADDRESS		
CITY	STATE	ZIP
BILLING ADDRESS		
CITY	STATE	ZIP
PHONE	FAX	E-MAIL

COMPANY INFORMATION

COMPANY IS		<input type="checkbox"/> SOLE PROPRIETORSHIP OR PARTNERSHIP <small>(COMPLETE PERSONAL GUARANTY)</small>		<input type="checkbox"/> CORPORATION		<input type="checkbox"/> LLC	
YEAR INCORPORATED	STATE	TAX ID#	CCB#	STATE			
OWNER / PRESIDENT/ CEO			TITLE				
CO-OWNER / PARTNER/ VP			TITLE				
SECRETARY / TREASURER			TITLE				
TYPE OF BUSINESS				CREDIT DESIRED			

BANK REFERENCE

BANKING INSTITUTION		<input type="checkbox"/> CHECKING		<input type="checkbox"/> SAVINGS		<input type="checkbox"/> LOAN	
CONTACT NAME		PHONE		FAX			

TRADE REFERENCES

FIRM NAME	ACCT. NO.	PHONE	FAX
1.			
2.			
3.			

The representations provided in this Application are complete and accurate. I understand the information provided will be relied upon in the evaluation and extension of credit terms. I authorize the release of information by creditors listed above as well as other suppliers. The terms and conditions of this Application shall, upon extension of credit by Mesher Supply Company, constitute an agreement of sale. The Applicant agrees to be bound by the terms and conditions stated in the **Account Agreement & Credit Policy** furnished with this credit application and available by request at anytime. Sole Proprietors, Partnerships, and Corporations without sufficient trade history will be required to provide a personal guaranty.

SIGNATURE

DATE

PRINT NAME

TITLE



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PERSONAL GUARANTY

**REQUIRED FOR SOLE PROPRIETORSHIPS AND PARTNERSHIPS
 MAY BE REQUIRED FOR SOME CORPORATIONS, LIMITED LIABILITY
 CORPORATIONS AND NON-PROFIT OR NOT-FOR-PROFIT ENTITIES**

BUSINESS NAME	<input type="checkbox"/> SOLE PROPRIETORSHIP
ADDRESS	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC
PHONE	<input type="checkbox"/> OTHER (SPECIFY)

To induce Mesher Supply Company and Mesher Supply Company LLC (herein referred to as "Mesher Supply Company") to extend credit to the above named applicant(s), whose application for credit is attached, and in consideration thereof, the undersigned, and if more than one, each of them severally and jointly, unconditionally personally guaranties the obligations of the undersigned to Mesher Supply Company. Obligations include, but are not limited to; timely payment of all indebtedness, secured or unsecured, existing or future, including applicable finance charges, regardless of established credit limit or amount of credit line requested. This shall be a continuing, open and unlimited guaranty that will remain in effect until the undersigned notifies Mesher Supply Company in writing of its cancellation, where upon it is at the discretion of Mesher Supply Company to continue to extend credit to the undersigned. The incorporation, merger, reorganization, or sale of the undersigned's business will not operate as a termination of the guaranty, and will not alter any obligation of the guarantor arising hereunder prior to the receipt of the written cancellation notice. The death of the undersigned will not release the estate from liability of this guaranty; it will remain binding to the heirs, personal representatives, or successors.

Further, the undersigned agrees to pay all reasonable costs, expenses, and attorney's fees incurred in the enforcement of this guaranty or other obligation as a result of the extension of credit, including, but not limited to the collection of any past due indebtedness whether or not a legal suit is filed. It is agreed that the venue for any such suits or actions be in Multnomah County, governed by the laws of the State of Oregon.

By signing below you personally guaranty this account by agreeing to that which has been set forth above.

Guarantor Signature

Co-Guarantor (Partner) Signature

Print Name

Date

Print Name

Date



Mesher Supply Co
Mesher Supply Seaside LLC & Mesher Supply Redmond LLC

**TERMS AND CONDITIONS OF SALE
ACCOUNT AGREEMENT**
Revised June 1, 2019

General Provisions

1. **All sales will be made on a Cash Sale basis until credit application is approved.**
2. Mesher Supply Co, Mesher Supply Seaside LLC, Mesher Supply Redmond LLC, and all affiliates, present or future will be herein referred to in conglomerate as Mesher Supply Co or the Seller.
3. By completing and signing the Mesher Supply Co application, providing a credit reference sheet on company letterhead, or maintaining an account with the Seller, you (the "Applicant") agree to all terms and conditions set forth in this Account Agreement, including all future revisions.
4. By applying for an account with Mesher Supply Co, the Applicant is expressly approving Mesher Supply Co to make contact with any banks, trade references, or make any other credit inquiries, including business credit reports, that it deems necessary, and authorize the release of the information to Mesher Supply Co.
5. The Applicant acknowledges and agrees that Mesher Supply Co may utilize outside credit reporting services and publicly available information to evaluate Applicants and on-going concerns of established accounts.
6. All information provided by the Applicant to the Seller is represented to be true and correct. The Applicant understands that if any false information, omissions, or misrepresentations are discovered, the application may be rejected, and if credit is granted, any at any time be cancelled at the sole discretion of Mesher Supply Co.
7. All purchases are subject to the terms and conditions listed herein the Account Agreement, as well as any terms and conditions specifically stated on the invoices, statements or shipping documents.
8. If the Applicant's application for business credit is denied, or there is a denial or a request for an increase in business credit, the Applicant has the right to a written statement of the specific reasons for denial. To request the statement, contact Mesher Supply Co, in writing by mail, to PO Box 14768, Portland OR 97293, within 60 days from the date the Applicant is notified of the decision. A response will be mailed within 30 days.

Invoices, Statements, and Payment Terms

9. All invoices are due by the due date stated on the invoices.
10. The Applicant is obligated to pay for all purchases as per the terms and conditions listed herein regardless of whether the Applicant receives any monies due him/her for the subsequent sale of the goods and/or services related to the goods.
11. The lesser of a **2.0% per month finance charge** or the maximum finance charge allowable by law will be assessed on all invoices 28 days past due. A separate finance charge invoice may be provided.
12. **Accounts with invoices reaching 120 days in aging will be placed on a cash basis until all invoices 120 days and over are paid. This includes any assessed finance charges.**
13. The Applicant agrees that liability extends to the entire account balance if the established credit limit is exceeded. Mesher Supply Co reserves the right to require payment on all orders placed once credit limit is exceeded.
14. The Applicant agrees that invoices and statements are conclusive and accurate in all respects unless the Applicant notifies Mesher Supply Co in writing, by mail, fax, or email, within ten (10) days of the receipt of the invoice or statement.
15. Invoices are considered paid when Mesher Supply Co physically receives payment, not when payment is deposited in the mail or initiated with your bank. **Payments should be mailed to:**

**Mesher Supply Co
PO Box 14768
Portland OR 97293**

Mailing payments to branch addresses or personally delivering to a branch other than the Portland Headquarters can delay posting of a payment up to 10 days.

16. ACH, EFT, credit card, debit card, and purchase card payments are accepted, and can be arranged through the Accounts Receivable department at AR@MesherSupply.com or by calling 503-236-4148. For security purposes, do not email credit card or banking information.
17. Returned checks will be charged a returned check fee of \$40 per occurrence.
18. Mesher Supply Co may apply payments in its sole discretion unless the Applicant clearly indicates how funds are to be applied.
19. **Credits for returned goods expire 180 days after issuance.**

20. In the event the Applicant maintains a credit balance on their account, a refund check can be requested. Refund checks will not be issued for less than \$5.00, and will be made out only to the Applicant and mailed to the address on file. Refunds will not be issued if a balance remains due on an account.

Purchases

21. A list of authorized signers, if provided, is the responsibility of the Applicant to keep updated with Mesher Supply Co.
22. No terms or conditions of purchase orders different from those stated in this Account Agreement will become part of any sales agreement, purchase order, or other document unless specifically approved, in writing, by an authorized agent of Mesher Supply Co. In no event shall preprinted terms and conditions on the Applicant's documents, such as purchase orders, confirmations, acceptances, etc., modify or add to the terms of an order or this Account Agreement without the express written approval of Mesher Supply Co.
23. Signature on the delivery receipt by the Applicant, or an employee or agent of the Applicant, is acceptance of all terms and conditions herein as well as acceptance of goods described.

Returned Goods

24. The Applicant agrees to notify Mesher Supply Co in writing, by mail, fax, or email, within five (5) days of the receipt of goods, of any shortages, damages, defects, shipping errors, non-conforming goods, or any other reason that would cause the applicant to reject the received goods. Applicant's sole and exclusive remedy under this Account Agreement or for returned goods is replacement of the non-conforming goods or credit on account at the sole option of Mesher Supply Co.
25. The return of any merchandise, for credit, will not be accepted without prior permission. Returned materials must be unused. Any item "installed" is considered "used" and cannot be accepted back. Mesher Supply Co reserves the right to not return or exchange any item deemed "used."
26. Returned items must be in clean, sellable condition. A cleaning fee may be charged on returned materials that have been exposed to the elements. Any products deemed unsanitary will not be accepted.
27. No credit will be given on returned items not originally purchased from Mesher Supply Co.
28. The return of any special order item or non-stock item will be charged a vendor restocking fee. A credit will not be issued until credit is granted by the vendor.
29. All Cash Sale purchases are final. No refunds will be given on Cash Sales.
30. Warranty returns must be approved by the manufacturer. All warranty returns must be accompanied by a fully completed manufacturer's warranty return form including serial numbers of replacement products and serial number plates removed from the replaced product if required. Failure to provide the necessary documentation may prompt a denial of warranty coverage.

Other

31. Changes in business structure will not affect the obligations of the Applicant under this Account Agreement and/or the Personal Guarantee, unless the Applicant expressly notifies Mesher Supply Co in writing. Accounts cannot be transferred or assigned without the prior written consent of Mesher Supply Co. In the event of a change in ownership, a new credit application must be completed by the new owners within 10 days. Failure to do so may result in account closure.
32. It is expressly agreed that, at the sole discretion of Mesher Supply Co, a past due account be referred to a third party for collection, with any additional costs to be paid by the Applicant.
33. In the event of default, the Applicant agrees to pay all reasonable costs, expenses, and attorney's fees, including those on an appeal, in relation to enforcement of this agreement, including, but not limited to the collection of any past due balances, even if no action is filed.
34. Mesher Supply Co may report account information to outside credit reporting services.
35. Solvency is a precondition of any extension of credit. On request, the Applicant agrees to provide Mesher Supply Co with a financial statement representing that the Applicant is and remains solvent.
36. Except for express warranties provided under this Agreement, Mesher Supply Co hereby disclaims and waives all other express and implied warranties, including implied warranties of merchantability and fitness for a particular purpose.
37. This Agreement and its provisions are for the sole benefit of the Applicant. This Agreement and its provisions will not be construed as conferring any rights to any third parties.
38. The failure of Mesher Supply Co to enforce any of its rights under this Agreement or at law shall not be construed as a waiver of those rights.
39. If any provision or provisions hereof are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document that shall otherwise remain in full force and effect.
40. The Applicant agrees that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Mesher Supply Co for delivery, non-delivery, sale or use of goods regardless of whether arising out of the contract, warranty, negligence, strict liability, or tort; and the Applicant's right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.