

**GENERAL PACIFIC, INC.
APPLICATION FOR CREDIT
22414 NE TOWNSEND WAY
FAIRVIEW, OREGON 97024
PH: (503) 907-2900 FAX: (503) 489-2103**

Company Name: _____ Phone: _____

Billing Address: _____ Fax#: _____

City: _____ State: _____ (Zip) _____ Mobile#: _____

Ship to Address: _____

City: _____ State: _____ (Zip) _____ County: _____

Physical Address: _____ (Zip) _____

(If different than ship to address)

Individual _____ Sole Owner _____ Partnership _____ Corporation _____ LLC _____

Subsidiary of: _____

BUSINESS

As Applicable, List names(s), Titles(s), of Corporate Officers, Partners, or Owners:

Name: _____ Title: _____ Email _____

Name: _____ Title: _____ Email _____

Type of Business: _____ Years in Business: _____

Resale Certificate: _____ State: _____ No.: _____

Dun & Bradstreet # _____ (Copy of Certificate **Required**)

Name of Person Responsible for Accounts Payable: _____

Phone# _____ Email _____ Fax# _____

(The email and or fax # above will be used for Invoice submittals, if accepted below)

Acceptable Method(s) of Invoicing: Mail _____ Fax _____ Email _____

(Please check **all** that are acceptable)

BANK REFERENCE

Name of Bank: _____ Contact: _____ Branch: _____

Address: _____ Phone: _____

TRADE/CREDIT REFERENCES

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

Name: _____ Phone: _____ Fax: _____

I AUTHORIZE YOU TO MAKE CREDIT INQUIRIES AND VERIFY ALL THE INFORMATION AS YOU DEEM NECESSARY, and agree to the following: Account is due in full **30** days from invoice date. A late charge of one and one-half percent (1-1/2%) per month which is an ANNUAL PERCENTAGE RATE OF eighteen percent (18%) is charged on all past due accounts. In case action is brought to collect this account, I consent to jurisdiction of and service of process by the courts of, and agree that venue may be laid in the State and County wherein your office, from which I purchase, is located, and that the action may be there maintained without regard to the residence of defendants, and that in any action brought to collect this account, I will pay such sum as the court may adjudge reasonable as attorney's fees.

Signature: _____ Title: _____

Date: _____

Purchasing Contact Name: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

General Pacific, Inc. Terms and Conditions of Sale

1. General Pacific's Terms and Conditions

A. The terms and conditions contained herein are incorporated into and made part of the agreement, proposal, or quote ("Agreement"), that references or is attached to this document, by General Pacific, Inc. and any of its subsidiaries, unincorporated divisions or affiliates ("GenPac") to sell to the named Buyer the referenced Goods and/or Services (whether performed by GenPac or a subcontractor) on the Agreement. By providing a request for purchase or purchase order, written or verbally, Buyer expressly agrees to any and all conditions contained in the Agreement. Buyer may reject the Agreement by not ordering or receiving any of the Goods or Services. The Agreement does not constitute any acceptance by GenPac of any offer or counteroffer by Buyer. GenPac hereby rejects any additional, different, or inconsistent terms, conditions, or limitations contained in or incorporated by reference in any forms, purchase orders, or other documents of Buyer that have already been or hereafter may be presented to GenPac in reference to the Agreement.

B. If Buyer has presented or does present GenPac with and additional and/or modified terms and conditions in reference to the Agreement, GenPac's subsequent actions will be construed as an acceptance of any such terms and conditions. GenPac's subsequent actions will also not be construed as an acceptance of any State or Commonwealth codes or provisions that are in contrary or in addition to the terms and conditions contained herein.

2. Prices

A. Prices listed on GenPac's website, catalogs, and/or quotes are subject to change without notice. All such prices expire and become invalid if not accepted within 10 days from the date of issue unless otherwise noted in writing by GenPac.

B. All prices provided by GenPac are provided based on the quantities, shipping destinations, delivery schedules, or product specifications requested by Buyer. Prices may change based on Buyer changing any such details in regards to the Agreement.

C. Prices quoted by GenPac regularly extend beyond two decimal points, GenPac will round such prices to two decimal points using standard rounding method to determine Buyers payment obligation at the time of invoicing.

D. Pricing provided by GenPac can be classified as "Firm" or "Escalatable" based on the type of Goods being quoted. "Escalatable" prices may be modified at the time of shipment/invoicing to account for cost changes in volatile materials.

E. All prices provided on the Agreement do not include any sales, exercise, or other governmental tax payable by GenPac to any federal, state, or local authority. Any taxes now or hereafter imposed on shipments will be added to the Buyer's invoice at the time of shipment. Buyer agrees to reimburse GenPac for any such taxes on Buyer's invoice or provide GenPac with a valid tax exemption certificate.

F. All prices and terms provided to Buyer by GenPac are to be considered confidential and shall not be disclosed to any third parties by Buyer for any reason except to the extent required by law.

3. Specifications

A. Unless GenPac has expressly agreed otherwise in writing, it's the Buyers responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. GENPAC HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS OR SAMPLES.

4. Shipment of Goods; Performance of Services

A. Unless otherwise noted in writing, all shipments of Goods are made F.O.B. Destination. GenPac shall be responsible for the risk of loss or damage to Goods from the point of shipment to destination.

B. Any shipping dates provided to Buyer by GenPac in advance of the actual shipment are estimates and are provided as informational purposes only. Unless otherwise noted in writing GenPac shall not be held responsible for any damages or losses incurred by Buyer as a result of late shipments.

C. If Buyer is unable to receive Goods when they are delivered, Buyer shall reimburse GenPac for any and all damages, losses or expenses incurred by GenPac as a result of Buyers inability to receive shipment.

D. Buyer is responsible for inspecting all Goods received upon shipment arrival and noting any damages or problems on shipment bill of lading for deliver driver. Buyer shall notify GenPac of any damaged or missing Goods within 10 calendar days of shipment arrival.

E. GenPac may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

F. Until Buyer has supplied payment to GenPac in full for Goods, Buyer shall hold such Goods in trust for GenPac and GenPac may repossess the Goods if Buyer fails to provide payment in a timely fashion.

5. Payment

A. All payments for Goods and Services shall be made to GenPac in United States currency unless otherwise specified in writing by GenPac.

B. Payments may be made by such means as checks, wire transfers, or credit card. All payments made by means of credit card will be subject to a 3.5% processing fee of the total invoice amount. Any such processing fee shall be added to the invoice before processing the credit card payment.

C. Payments for all Goods and Services are due within 30 calendar days from the date of GenPac's invoice, unless otherwise noted in writing by GenPac. GenPac reserves the right to require payment in full before order entry, shipment or delivery of any Goods or Services.

D. If Buyer defaults in payment for Goods or Services to GenPac, Buyer will be liable for any and all attorney's fees, collection agency fees, and disbursements incurred by GenPac in related to collection of the payment.

E. All Buyer invoices that are past due, as per the payment terms, are subject to a service charge of 1.5%, or the maximum rate acceptable by law, per month which will be added to the invoice total. This service charge will be calculated based on the current invoice total at the time the service charge is calculated.

6. Cancellation

A. Buyer may cancel any order for Goods or Services under Agreement up to the time of shipment if GenPac agrees to such cancellation in writing.

B. In the event of an order cancellation, Buyer agrees to reimburse GenPac for any fees, charges, or expenses already incurred by GenPac in regards to said order.

7. Return of Material Authorizations

A. All Goods to be returned to GenPac by Buyer shall be preauthorized by GenPac before Buyer delivers such Goods to GenPac. Buyer will receive no refund for any Goods returned to GenPac without said preauthorization.

B. All requests by Buyer to return Goods to GenPac must be made within 60 calendar days from the date of material invoice, unless otherwise specified in writing by GenPac.

C. All Goods returned to GenPac are subject to a 25% processing and restocking fee, unless otherwise specified in writing by GenPac. This fee will be calculated based on the invoiced price Buyer paid when purchasing said material. Any such fee will be deducted from the amount owed by GenPac to Buyer when the return is processed.

D. Any charges for Services rendered by GenPac are not eligible for return and will not be refunded once Services have been rendered and invoiced.

8. Ownership

A. GenPac retains the rights and title to any and all drawings, product specifications, tools, samples, technical data, molds, systems, techniques, designs, and any other proprietary data in regards to the Agreement. GenPac may pursuant to or in connection with and Goods or Services provided by GenPac. Buyer shall not obtain rights or title to any such data or materials in connection with this Agreement.

9. Warranty

A. GenPac is a reseller of Goods and Services only, and as such does not provide any warranty for the Goods and Services provided under the Agreement. GenPac shall pass through to Buyer any transferable manufacturer's standard warranty with respect to Goods purchased under the Agreement.

B. Buyer shall seek recourse exclusively from the Goods manufacturer in connection with any defects, failures, or damages of Goods, and this shall be the exclusive recourse provided to Buyer under the Agreement unless otherwise stated in writing by GenPac prior to purchases being placed under the Agreement.

C. Buyer shall indemnify, defend, and hold GenPac, its officers, employees, directors, and agents harmless from any and all costs or expenses in regards to liabilities and/or damages whether they be direct, indirect, liquidated, punitive, special, speculative, or any other damages or expenses without limitation resulting from or related to Buyer or any third party claim, complaint and/or judgment arising from Buyers use of Goods or Services furnished under Agreement.

10. Binding Authority

A. Any director, officer, employee, or representative of Buyer signing or otherwise entering into this Agreement, including but not limited to issuing a purchase order against this Agreement, hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

11. Interpretation of Agreement

A. If any portion of this Agreement shall be deemed unenforceable or invalid under applicable law, by a court or other such authority, then such provision shall be severed from the Agreement. All other provisions shall continue to remain valid and enforceable. Any provision held to be valid and enforceable by a court if such provision was limited, then that provision shall be deemed to be valid and enforceable as written or construed with those limitations effective.

12. Choice of Venue; Applicable Law

A. The negotiation, execution, performance, termination, interpretation and construction of this Agreement will be governed by the State and Federal laws applicable to the state of Oregon. If GenPac or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such action must be filed in a state or federal court located in Portland, Oregon. GenPac and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue of those courts.