



Post Office Box 3050, Tualatin, Oregon 97062
Phone (800) 243-8887 Fax (800) 343-0937

CREDIT AGREEMENT

Business Name: _____ Account #: _____

Ship To: _____
City State Zip

Bill To: _____
City State Zip

Phone: (____) _____ Fax: (____) _____ E-mail: _____

Type of Ownership/State: _____ Sole Proprietorship, _____ Partnership, _____ Corporation; date Inc. _____

Federal ID #: _____ Sales Tax Resale #: _____ (Include copy)

of years in business: ____ Have you ever done business under any other name, if so specify: _____

List name(s) and title(s) of the company's owners and/or officers:

Name Title Home address & phone Social Security # Spouse

Name Title Home address & phone Social Security # Spouse

Name Title Home address & phone Social Security # Spouse

Name Title Home address & phone Social Security # Spouse

TRADE REFERENCES Please list only accounts with payment terms and recent purchases. Include at least one wholesale supplier.

Name: _____ Phone: (____) _____ Fax: (____) _____

Name: _____ Phone: (____) _____ Fax: (____) _____

Name: _____ Phone: (____) _____ Fax: (____) _____

Name: _____ Phone: (____) _____ Fax: (____) _____

BANK REFERENCE

Name: _____ Account #: _____

Address: _____

Contact name: _____ Phone: (____) _____ Fax: (____) _____

Please describe your business: _____

PLEASE NOTE THAT IN ORDER TO ESTABLISH AN ACCOUNT WITH BERG WHOLESALE, INC., BERG WHOLESALE HARDWARE LLC, BERG WHOLESALE HARDWARE FLORIDA LLC, OR ANY OF ITS DIVISIONS, SUBSIDIARIES, OR AFFILIATES ALL REQUESTED INFORMATION MUST BE PROVIDED AND THE ACCOMPANYING TERMS AND CONDITIONS MUST BE SIGNED. IN ADDITION, A COPY OF YOUR MOST RECENT FINANCIAL STATEMENTS WOULD BE HELPFUL IN ESTABLISHING YOUR ACCOUNT.

TERMS AND CONDITIONS

This Credit Agreement is made for the sole purpose of purchasing goods on credit from Berg Wholesale, Inc., Berg Wholesale Hardware LLC, Berg Wholesale Hardware Florida LLC, or any of its divisions, subsidiaries, or affiliates ("Berg"). The undersigned business ("Purchaser") warrants that the information herein and the attached financial statements and listing of creditors is complete and truthful, and acknowledges that Berg will be relying on the information in granting credit. **Berg is hereby authorized to contact any references or creditors listed herein or to otherwise obtain financial information concerning Purchaser or Guarantor.**

1. Payment of Purchaser's account shall be made in accordance with Berg's invoice for goods sold. All purchases shall be subject to the term of Berg's invoices, the standard terms of which are incorporated herein by this reference and are available upon request. Any terms and provisions of any order by Purchaser that are inconsistent with the terms and provisions of Berg's invoice shall not be binding on Berg, and shall not be considered applicable to the sale of products by Berg, unless expressly agreed to in writing by Berg.
2. If Purchaser fails to make payments when due, Purchaser shall pay a finance charge on the unpaid balance at the end of each month at the monthly periodic rate of 1 1/2 %, which equals an annual percentage rate of 18%, or at the highest rate of interest allowed by applicable law, and shall pay any collection and legal expenses incurred in the recovery of any past due amounts. Berg reserves the right to increase the finance charges upon written notice to Purchaser and Purchaser agrees to pay the increased finance charges for purchases made after receipt of said notice.
3. Berg shall have the right to refuse credit to Purchaser at any time. In the event of any default in payment of performance by Purchaser, all sums owing by Purchaser to Berg shall, at Berg's option, become immediately due and payable.
4. Purchaser hereby grants Berg a security interest in all goods sold by Berg to Purchaser. Purchaser hereby authorizes Berg to file an initial financing statement or any amendment covering the collateral described in this agreement and any other property that may become collateral. In the event of Purchaser's default hereunder or under any purchase order or invoice, Berg shall have all the rights of a secured party under the Uniform Commercial Code, including, without limitation, the right to have Purchaser assemble the collateral.
5. This agreement and all agreements between the parties shall be governed by the law of the State of Oregon, and all lawsuits concerning the agreements must be filed in Washington County, Oregon.
6. If this Credit Agreement is signed by a representative of an entity, the individual signing warrants and represents that he or she has the requisite authority to execute this document and bind the Purchaser to its terms and that the information in the Credit Agreement is correct and complete. At the request of Berg, Purchaser shall immediately deliver to Berg a copy of the appropriate corporate or partnership resolution of agreement of authorization. Purchaser shall notify Berg, in writing, of any change in ownership or corporate structure.
7. Purchaser agrees to receive information, advertising etc. via email, by facsimile and direct mail.

COMPANY NAME: _____ **TAX ID #:** _____

Authorized signature: _____ **Title:** _____

Date: _____

PERSONAL GUARANTY:

The undersigned (Guarantor) hereby requests that Berg (Creditor) extend credit to the Purchaser identified above (Debtor), and in consideration for such extension of credit, Guarantor hereby agrees to guaranty the payment of all obligations of the Debtor to Creditor (Obligations). Guarantor agrees that it shall not be necessary for Creditor to institute suit or exhaust its legal remedies against Customer in order to enforce this guaranty. Guarantor agrees that this guaranty may be immediately enforced by Creditor on the nonpayment when due of the Obligations. Guarantor agrees that Creditor may from time to time extend the time for performance or otherwise modify, alter, or change the terms of the Obligations without in any way releasing or discharging Guarantor from its obligations hereunder. This guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of Creditor to enforce all the rights or remedies available to it with regard to Customer. Guarantor consents and agrees that the bankruptcy of Debtor shall not relieve it of its obligations hereunder. This guaranty shall inure to the benefit of Creditor and assigns. In the event of any action to enforce any of the terms or conditions of this guaranty, the prevailing party in such action and any appeal resulting from it shall be entitled to recover from the other reasonable attorney fees, which shall be fixed as part of the cost by the court in which such action shall be pending. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several, and shall binding on each Guarantor.

Signature 1: _____

Signature 2: _____

Printed or typed: _____

Printed or typed: _____

Social Security #: _____

Social Security #: _____

Date: _____

Date: _____