

Tarr



Dear Prospective Customer,

Thank you for your interest in doing business with Tarr LLC. We are looking forward to working with you. Attached please find the necessary credit application forms to obtain credit with our company. Upon submission of the required forms, Tarr's policy is to turn around a completed credit approval review within 48 hours.

Please make sure you have emailed, faxed, or mailed back:

- Credit Application – Company Information
- Credit Terms and Agreement
- Responsible Distribution Code Acknowledgement

Automated payment methods are available. Tarr can set up payment methods for your company that includes Electronic Funds Transfer (EFT) or Credit Card (fees will apply). Contact either your sales representative or myself if you are interested. You can also find the necessary forms to download on our website at www.tarrllc.com

Submit the completed credit application forms to evanderwolf@tarrllc.com, fax (503) 821-8218, or mail to 2946 NE Columbia Blvd, Portland, OR 97212. **Please make sure all documents are signed and dated.**

Please don't hesitate to contact me if you have any questions.

Sincerely,

Erik Van Der Wolf
Tarr LLC
Credit Manager
(503) 288-5294 ext 229
(503) 821-8218 Fax
evanderwolf@tarrllc.com



Tarr, LLC
 2946 NE Columbia Blvd, Portland, OR 97212
 Telephone (503) 288-5294. 800-422-5069. Fax (503) 821-8218
www.tarrllc.com

CREDIT APPLICATION

Salesperson _____

BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	AP E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:	State:	ZIP Code:	
How long at current address?			
Phone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account		Account number	
Savings			
Checking			
Tax I.D			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

ESTIMATED MONTHLY PURCHASES

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Credit Agreement, Terms and Conditions, and Application (NET 30 DAYS – Commercial Products and Services)

You, (hereinafter known as “Customer” or “You”), by your signature below, are applying for credit with Tarr, LLC (also referred to as “Us”). If Tarr, LLC extends credit to you, then you shall be bound to all of the terms and conditions contained herein.

- 1. COMMERCIAL PRODUCTS AND SERVICES:** Purchases are **NET 30 DAYS** from date of invoice; billing frequency may vary by invoice, product, and amount of billing division. Acceptance of payment(s) for past due amount shall not affect the terms of this agreement. ANY SPECIAL BILLING CONSIDERATIONS MUST BE AGREED UPON IN WRITING BY TARR, LLC. Commercial accounts with any unpaid balances, is subject to credit hold, Stop Ship, and loss of credit extensions if payment is not received by designated location from date of invoice net 30 days.
- 2. TARR, LLC RESERVES THE RIGHT TO:** modify or terminate the terms of this Agreement and Customer's credit privileges at any time without prior notice well as place the debtor on “**Stop Ship**” or “**C.O.D**” without notice. The Customer further agrees that in the event any amount remains unpaid after stated credit terms, such amount shall be subject to a late charge equal to one and one-half percent (1 ½ %) of the outstanding balance per month until paid.
- 3. CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT:** applies to customer's commercial products and services account, but that customer may have a separate 15 or 30 day account and a consumer account that may be billed separately. Customer agrees that if credit is extended to more than one account, then a default regarding payment under any of customer's account shall constitute a default as to all, and all of the provisions in any of the credit applications regarding termination of credit and collection of outstanding sums, together with the costs thereof, shall be applicable. Until all obligations owing to Tarr LLC have been paid in full, Tarr LLC shall have all rights of a secured party. Customer and guarantor hereby consent to jurisdiction in the state and federal courts located in Multnomah County, Oregon.
- 4. FACSIMILE COPIES.** Tarr LLC and Customer agree that facsimile copies may be used in lieu of originals for any purpose.
- 5. PRICE FOR PRODUCTS.** The price of the product(s) being purchased by the Customer is a variable price, and the Customer agrees to pay the price of the product(s) purchased as set by Tarr LLC, and acknowledges that the prices are subject to change without notice.
- 6. DESIGNATED PAYMENT LOCATIONS FOR MAILED PAYMENTS:**

If mailing payment, send it to: **Tarr, LLC
PO BOX 35142-28324
SEATTLE, WA 98124-5142**

- 7. SECURITY INTEREST.** To secure payment of all amounts due, Customer grants to Tarr, LLC a security interest in the goods purchased, in the parts and accessories attached to them, and in the products and proceeds of them. At Tarr, LLC's request, Customer will promptly sign financing statements and any other documents appropriate to perfect and/or continue the security interest. However, Tarr, LLC may also require payment in full in advance of delivery or manufacture.
- 8. DELIVERY.** Shipping dates and delivery dates and times are estimates only and are not guaranteed by Tarr, LLC. Tarr, LLC may deliver at any reasonable time before or after any date specified by Customer. Delivery terms are FOB Tarr, LLC's unless otherwise agreed in writing. Risk of loss and title will pass at place of shipment. Tarr, LLC will package goods for shipment as it deems appropriate. Tarr, LLC may deliver the goods all at one time or in portions. Tarr, LLC's breach in the delivery of any partial shipment will not give Customer the right to refuse or receive any other shipment. All errors, clerical or otherwise, are subject to correction by Tarr, LLC.
- 9. DELAYS.** Tarr, LLC will be entitled to an extension of time for performance in the event of and to the extent of any cause or condition beyond Tarr, LLC's reasonable control, including fire or natural disaster, strike, riot, vandalism, governmental rule or order, transportation delay, inability to obtain competent labor or satisfactory quality or quantity of materials from usual sources or lack of complete data or incorrect data provided by Customer. If Customer is unable or fails for any reason to promptly take delivery of goods which Tarr, LLC has notified Customer are ready for shipment, then Tarr, LLC's storage costs will be added to the price payable by Customer and will be immediately due and payable, and Customer assumes all risk in connection with the same.
- 10. INSTALLATION.** Tarr, LLC will not be responsible for installing or obtaining installation of any goods unless specifically otherwise agreed in writing.
- 11. RETURNED GOODS.** Tarr, LLC may refuse the return of any goods from Customer unless prior written authorization to return has been issued by Tarr, LLC. Goods made or produced to Customer's specifications may not be returned under any conditions. Any goods accepted for exchange or credit will be subject to Tarr, LLC's standard restocking charge plus inbound and outbound transportation costs and/or other expenses incurred by Tarr, LLC in the original sale and subsequent handling of the returned goods. Returned goods not accepted by Tarr, LLC will be returned freight collect to Customer.
- 12. CANCELLATION.** Tarr, LLC may in its discretion permit Customer to cancel orders for goods or services prior to performance upon written request, subject to Tarr, LLC's reasonable cancellation charges. However, orders for goods made or to be made to Customer's specifications may not be canceled, and orders for goods in transit may not be canceled.
- 13. WARRANTY.** Customer takes all goods AS-IS from Tarr, LLC. Tarr, LLC makes NO WARRANTIES as to any goods. If any goods are covered by a manufacturer's warranty, Tarr, LLC will provide Customer with information as how to contact said manufacturer.
NO IMPLIED WARRANTIES. Tarr, LLC makes NO IMPLIED WARRANTIES OF ANY KIND, AND SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL OR ANY OF THE GOODS.
LIMITATION OF LIABILITY. TARR, LLC WILL NOT BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT, INTERRUPTION IN BUSINESS, DAMAGE TO MACHINERY, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES ARISING FROM OR BASED ON THE SALE OR USE OF THE GOODS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TARR, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion might not apply to you.
- 14. BILLING ERROR RIGHTS STATEMENT.** This notice contains important information about your rights and responsibilities.
A. Notify Us in Case of Errors or Questions about Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us as soon as possible, on a separate sheet, at the address listed on your bill, include your name, account number, the invoice number, the dollar amount of the suspected error and your explanation why you believe there is an error. We must hear from you no later than 60 days after we sent you the first bill on which the alleged error or problem appeared. You may telephone us, but doing so will not preserve your rights. If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.
B. Your Rights and Our Responsibilities After We Receive, Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. No later than 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question until we have given an explanation of why we believe the bill is correct. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay the questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any FINANCE CHARGES related to the questioned amount. If we didn't make a mistake you may have to pay FINANCE CHARGES and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not

satisfy you, and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled, at the time of the settlement. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

15. Finance Charge. A. A FINANCE CHARGE will be added to your account if we do not receive the total amount owing on your monthly billing statement within the GRACE PERIOD which expires 30 days after the Billing Date. **On balances PAST DUE a FINANCE CHARGE of 1 1/2 % per month ("Periodic Rate") (ANNUAL RATE OF 18%) WILL BE CHARGED. (Minimum 50¢.) We reserve the right to charge \$25 for returned checks where permitted by law.**

16. ATTORNEYS' FEES COSTS AND CHARGES. Customer agrees to pay all collection costs and expenses, and court costs and expenses incurred by Tarr LLC to collect amounts owing, including collection agency fees and attorneys' fees incurred in the collection process, at arbitration, trial, on appeal, in any bankruptcy proceeding and in connection with the enforcement of the security interest granted under this Agreement. Returned checks or EFT (Electronic Funds Transfer) drafts are subject to a returned item fee of twenty-five dollars (\$25.00).

17. GOVERNING LAW; JURISDICTION. This agreement will be governed by and construed in accordance with the laws of the state of Oregon. Customer consents to jurisdiction in the Oregon state and federal courts for any proceeding to enforce or interpret this agreement. Venue for any action or proceeding shall be exclusively in Multnomah County, Oregon.

18. SEVERABILITY. If any term or provision of this agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected, and each term or provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

19. WAIVER OF BREACH. The waiver by either party of breach of any term or provision of this agreement will not be construed as a waiver of any subsequent breach of the same or any other term or provision by either party.

20. EMERGENCY INFORMATION. In the event of any emergency concerning a shipment, call toll free (800) 424-9300. International number (202) 483-7616.

I CERTIFY THAT I AM AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER, THAT I HAVE REVIEWED AND AGREE TO THE TERMS OF THIS CONTRACT ON BEHALF OF THE CUSTOMER AND THAT THE CUSTOMER SEEKS CREDIT WITH TARR, LLC PURSUANT TO SUCH TERMS. I AUTHORIZE TARR, LLC TO MAKE A CREDIT INVESTIGATION WHICH WILL INLCUDE CONSUMER AND COMMERCIAL CREDIT REPORTS. THIS IS A CONTINUING AUTHORIZATION. FURTHER, I GUARANTY THAT ALL INFORMATION PROVIDED WITH THIS AGREEMENT, INCLUDING THE ATTACHED "CUSTOMER BUSINESS INFORMATION" IS TRUE, COMPLETE AND ACCURATE.

THE PARTIES SPECIFICALLY AGREE THAT AN ELECTRONICALLY-MAINTAINED, ORIGINAL, SIGNED COPY OF THIS CONTRACT AND ANY AMENDMENTS THERETO ("ELECTRONIC COPY") MAY BE UTILIZED FOR ANY AND ALL PURPOSES THAT AN ORIGINAL, SIGNED HARD COPY OF THIS CONTRACT COULD BE UTILIZED, INCLUDING BUT NOT LIMITED TO, EVIDENTIARY PURPOSES IN AN ADMINISTRATIVE, LEGAL OR EQUITABLE PROCEEDING. TO THAT END, BOTH PARTIES WAIVE ANY AND ALL OBJECTIONS THAT THEY HAVE OR MAY HAVE TO THE INTRODUCTION AND USE OF AN ELECTRONIC COPY OF THIS CONTRACT IN ANY ADMINISTRATIVE, LEGAL OR EQUITABLE PROCEEDING UNDER ANY RULES OF EVIDENCE, INCLUDING BUT NOT LIMITED TO: THE SO-CALLED "BEST EVIDENCE RULE."

Customer Name: _____ **Date:** _____

Authorized Representative: _____ **Printed Name & Title:** _____
(Signature)

**CONTINUING PERSONAL GUARANTY:
CREDIT MIGHT NOT BE EXTENDED TO CUSTOMER WITHOUT THE EXECUTION OF THIS CONTINUING GUARANTY**

In consideration of credit granted by Tarr LLC, the undersigned ("Guarantors") unconditionally, jointly and severally guarantee Customer's prompt payment and performance of all its obligation to Tarr, LLC under the terms and conditions set forth above, and agree to pay or reimburse all costs Tarr, LLC may incur in collecting amounts due or in enforcing this agreement and this Guaranty, including reasonable attorney fees, regardless of whether or not a lawsuit is filed, but also including attorney fees incurred during collection, at arbitration, at trial, on appeal and in any bankruptcy proceeding. In the event Tarr LLC demands payment from the Guarantor, Guarantor agrees to make payment within ten (10) days. This is a guaranty of payment, not collection, and Guarantor hereby waives all applicable surety ship defenses. This guaranty shall remain in full force until written revocation hereof is received and accepted by Tarr, LLC. Notwithstanding the foregoing, Guarantor's obligations hereunder for Customer's indebtedness existing at the time of any accepted revocation will not be affected by such revocation and will not be affected by time extensions or other waivers granted to Customer. The Credit Terms and Agreement above is hereby incorporated and made a part of this guaranty. Guarantor's obligations under this guaranty are independent of those of Customer.

I CERTIFY THE STATEMENTS MADE ABOVE FOR PURPOSE OF OBTAINING CREDIT ARE TRUE AND I AUTHORIZE TARR, LLC TO MAKE A CREDIT INVESTIGATION WHICH WILL INLCUDE CONSUMER AND COMMERCIAL CREDIT REPORTS. THIS IS A CONTINUOUS AUTHORIZATION.

Individual Guarantor #1
Printed Name _____ Signature _____ D.O.B _____ SS# _____ DL# _____

Address _____ City _____ State _____ Zip _____ Date _____

Individual Guarantor #2
Printed Name _____ Signature _____ D.O.B _____ SS# _____ DL# _____

Address _____ City _____ State _____ Zip _____ Date _____



Responsible Distribution Code 2E: Reseller Compliance

Is your company a reseller/distributor? If yes, please sign that you comply with all application regulations and Tarr, LLC specific requirements for those products purchased from Tarr, LLC.

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____