

# FMI SALES

FIBER MARKETING INTERNATIONAL, INC.

11111 East Trent Ave.  
Spokane, WA 99206  
Tel: (509) 927-4071  
Fax: (509) 927-2330

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NEW CUSTOMER APPLICATION FOR CREDIT

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Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Ownership:  Corporation  Partnership  Proprietorship  Other

Description of Business: \_\_\_\_\_

At Present Location Since: \_\_\_\_\_ Year Established: \_\_\_\_\_

Tax Resale Number: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_  
(Please supply copy of resale certificate)

Credit amount requested: \_\_\_\_\_

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REFERENCES: (Give only names of those you buy from on open account.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**IMPORTANT** The terms and conditions on the backside of this application and my signature below, acknowledges that I have read and understand these terms and agree therewith.

SIGNED: \_\_\_\_\_

(Full Name of Firm)

By: \_\_\_\_\_

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

SIGNED: \_\_\_\_\_

(Personal Guarantor)

\_\_\_\_\_

(Printed or Typed Name)

**NOTE:** The terms and conditions of this individual guaranty are as set forth in Paragraph 10 on the back side of this application.

APPROVED BY: \_\_\_\_\_

CREDIT LIMIT: \_\_\_\_\_

## TERMS AND CONDITIONS

- 1) **Entire Agreement Between Parties:** This Application for Credit, together with the applicable invoice(s) that is/are shipped to Buyer with the ordered material, constitutes the entire contract between Fiber Marketing International Inc., (Seller) and Buyer. No oral representations have been made which vary the terms of this contract. The terms and conditions of this contract shall control, and Buyer's inconsistent provisions, if any, shall not be part of this contract.
- 2) **Shipment Dates:** All shipment dates are approximate only. Buyer acknowledges that practical business considerations often preclude strict compliance with shipment dates, notwithstanding Seller's good faith efforts to comply therewith.
- 3) **Payment Terms:** The amount due to Seller is listed as "Total" on the shipment invoice, plus such "Additional Shipping Charges" as may become due by virtue of Buyer's default in his responsibilities set forth in Paragraph 4 below. Buyer further agrees that any and all taxes levied on the sale are to be added to the amount due to Seller. The amount due to Seller shall be paid in full within thirty (30) days from the date of shipment, or at any earlier date as set forth on the invoice. Any balance unpaid after the due date shall bear interest of the prime interest rate (then in force at Bank of America in Seattle, Washington) plus two percent (2%), or eighteen percent (18%), whichever is greater; provided however, that in no event shall the interest rate exceed the maximum rate allowed by law. **All payment must be mailed to 11111 E. Trent Ave, Spokane, WA 99206.**
- 4) **Shipment:** Unless otherwise stated on the applicable shipment invoice, shipment shall be FOB point of shipment; provided, however, that risk of loss passes from Seller to Buyer upon seller's delivery of the goods to the carrier for shipment, and risk of loss or damage to the goods while in transit is on Buyer. Seller shall notify Buyer of the time when shipment is expected to be made and to arrive. It is the duty of Buyer to be present at the time and place of arrival and promptly to offload the shipped material. Should Buyer fail to do so and should the shipper assess Additional Shipping charges as a result, Buyer agrees to pay such charges, which become part of the amount due to Seller under Paragraph 3 above.
- 5) **Creation of Security Agreement in Goods Shipped:** Buyer hereby grants to Seller security interest in all goods sold to Buyer by Seller, together with a security interest in all proceeds and products from such goods. The description of the goods covered by this security agreement shall be as noted on the applicable shipment invoices. Buyer hereby grants full authority to Seller to execute all financing statements and continuation statement necessary or convenient to perfect this security interest and to sign the Buyer's name on behalf of Buyer on such statements.
- 6) **Disclaimer or Warranties:** SELLER MAKES NO EXPRESS WARRANTIES FOR THE SHIPPED MATERIAL AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Buyer's exclusive remedy for any breach by Seller is limited to an abatement or return of the purchase price, or replacement of any non-conforming shipment, at Seller's option.
- 7) **Non-Waiver:** The failure of Seller to insist upon strict compliance of any term or condition of this Agreement shall not be deemed to be a waiver of Seller's rights in any way not precludes Seller from demanding strict performance on any subsequent occasion.
- 8) **Attorney's Fees:** In the event Seller shall employ an attorney to collect any amounts owing to Seller or to enforce or defend any rights or claims relating to this contract, Buyer agrees to pay Seller a reasonable attorney's fee plus costs and expenses.
- 9) **Applicable Law-Venue:** This contract shall be construed in accordance with the laws of the State of Washington. The parties agree that venue for any action arising under this contract may at the option of Seller, lie in Spokane County, Washington.
- 10) **Personal Guaranty:** By my signature as Personal Guarantor on the signature block on the front side of this Application and in consideration of the acceptance of this Application, I hereby personally guaranty, unconditional, (both in behalf of myself and by marital community), all sums that may come due to Fiber Marketing International Inc., the Seller under this contract, which consists of this Application plus the invoice at time of shipment. Upon default of the principal obligor (Buyer), Seller may proceed against me and my marital community, the Buyer, or both of us, at the option of Seller. I waive all rights of demand and notice. Seller may renegotiate, waive, postpone, or extend payments, or any other terms, covenants, or conditions of this contract without affecting my liability herein and without requiring my consent to any of said changes. Seller is not required to realize upon any security or security interest it may have before proceeding against me. It is specifically understood and agreed by me that Seller may release all or any of the collateral in which it has a security interest, or subordinate its security interest therein, without in any way affecting my liability on this guaranty.