



Hatch & Kirk Inc.
HEAVY DUTY ENGINE SPECIALISTS

APPLICATION FOR CREDIT

COMPANY NAME (DBA) _____

FEDERAL TAX ID (IF RESALE SEND CERTIFICATE) _____

LEGAL NAME IF DIFFERENT THAN ABOVE _____

THIS LOCATION SINCE: _____ ☐ RENT ☐ OWN ☐ BUY

MAILING ADDRESS _____

STREET ADDRESS (IF DIFFERENT THAN ABOVE) _____

CITY _____ STATE _____ ZIP _____

PHONE _____

FAX _____

E-MAIL _____

NATURE OF BUSINESS _____

ANNUAL SALES _____

NET WORTH _____ YR END _____

NO. OF EMPLOYEES _____

REFERENCES

NAME, HOME ADDRESS, PHONE NUMBER OF OWNERS, PARTNERS & OFFICERS:

1. _____

2. _____

U. S. TRADE REFERENCES: (PLEASE GIVE NAME, ADDRESS, PHONE, FAX & EMAIL)

1. _____

2. _____

3. _____

CREDIT LINE BEING REQUESTED \$ _____

WE AGREE TO OPEN ACCOUNT TERMS OF NET 30 DAYS: ☐ YES ☐ NO

ARE CASH SALES ACCEPTABLE? ☐ YES ☐ NO

ARE USE OF PURCHASE ORDERS REQUIRED? ☐ YES ☐ NO

ACCOUNTS PAYABLE SUPERVISOR _____ PHONE _____

WE CERTIFY THAT ALL THE INFORMATION ON THIS FORM IS CORRECT AND THAT WE HAVE READ AND FULLY UNDERSTAND YOUR CREDIT TERMS & CONDITIONS OF SALE AND AGREE TO PROPER PAYMENT IN CONSIDERATION OF EXTENDED CREDIT.

DATE _____ BY _____ TITLE _____

FORM: ACTG-6/15

Upon Completion, Please Return to Leslie Isernio at lisernio@hatchkirk.com or FAX to 206-782-6482

PURCHASE AGREEMENT & CREDIT GUARANTEES

AGREEMENT: PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) THE UNDERSIGNED PURCHASER, HEREBY AGREES THAT ALL AMOUNTS DUE FOR PRODUCTS AND SERVICES PURCHASED FROM HATCH & KIRK, INC. (BOTH HEREINAFTER REFERRED TO AS "HATCH & KIRK") ARE PAYABLE AT 5111 LEARY AVENUE NW, SEATTLE, WA 98107-4820, USA.
- 2) THE UNDERSIGNED PURCHASER, HEREBY AGREES THAT ALL AMOUNTS DUE ARE PAYABLE AS STATED ON EACH INVOICE AT DATE OF SALE. IF ANY AMOUNT DUE HATCH & KIRK IS NOT PAID IN SAID PERIOD, A DELINQUENCY CHARGE OF 1 ½% PER MONTH SHALL BE ADDED TO THE SUM DUE.
- 3) THE UNDERSIGNED PURCHASER AGREES TO PAY, IN THE EVENT THE ACCOUNT BECOMES DELINQUENT AND IS TURNED OVER TO AN ATTORNEY OR COLLECTION AGENCY FOR COLLECTION, REASONABLE ATTORNEY'S FEES PLUS ALL ATTENDANT COLLECTION COSTS WHETHER OR NOT SUIT IS COMMENCED. AT THE OPTION OF HATCH & KIRK, THE VENUE OF ANY SUIT BROUGHT TO COLLECT THIS ACCOUNT WILL BE AT THE OPTION OF THE CREDIT GRANTOR.
- 4) THE UNDERSIGNED AGREES TO NOTIFY HATCH & KIRK BY CERTIFIED MAIL OF ANY PENDING CHANGE OF OWNERSHIP OF THE CUSTOMER AND FURTHER AGREES TO BE LIABLE FOR ALL PURCHASES SHOULD THE UNDERSIGNED FAIL TO COMPLY WITH SAID NOTIFICATIONS. IN THE EVENT THAT THE NOTE GUARANTEE ATTACHED TO THIS AGREEMENT IS EXECUTED BY MORE THAN ONE PERSON, THEN, IN SUCH EVENT THE LIABILITIES AND OBLIGATIONS OF THE UNDERSIGNED HEREUNDER SHALL BE JOINT AND SEVERAL AND SINGULAR WORDS HEREIN SHALL BE READ AS IF WRITTEN IN PLURAL.
- 5) THE PARTIES HEREBY ACKNOWLEDGE THAT THE PRODUCTS AND/OR SERVICES PURCHASED FROM HATCH & KIRK ARE NOT PAYABLE IN INSTALLMENTS, BUT ARE PAYABLE IN FULL PER INVOICE.
- 6) RELEASE OF CREDIT INFORMATION: APPLICANT AUTHORIZES HATCH & KIRK TO INQUIRE INTO AND OBTAIN FROM ANY BANK, LENDING INSTITUTION, OR CREDIT REFERENCE, WHETHER LISTED ON THE PURCHASER'S CONFIDENTIAL CUSTOMER ACCOUNT FORM OR NOT, ANY AND ALL INFORMATION RELATING TO APPLICANT'S CREDIT WORTHINESS OR FINANCIAL CONDITION.
- 7) APPLICABLE LAW: THE APPLICANT AGREES THAT THIS AGREEMENT AND ALL TRANSACTIONS ARISING HEREUNDER SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF THE STATE OF WASHINGTON.
- 8) OPTION TO WAVE: HATCH & KIRK MAY, AT ITS OPTION, WAIVE ANY OF THE ABOVE REQUIREMENTS, OR EXCUSE APPLICANTS COMPLIANCE WITH ANY OF THE ABOVE OBLIGATIONS. HOWEVER, ANY SUCH WAIVER OR EXCUSE SHALL BE DEEMED OR CONSIDERED AS A CONTINUING WAIVER AND SHALL NOT OPERATE TO BAR OR PREVENT HATCH & KIRK FROM DECLARING A BREACH OF CONTRACT FOR ANY SUCCEEDING BREACH OR NON-COMPLIANCE OF PURCHASER, EITHER OF THE SAME TERM OR OTHERWISE.

(OWNER OR OFFICER'S SIGNATURE)

(PRINTED NAME)

(DATE)