



11420 E. Montgomery Drive
Spokane Valley, WA 99206 -7621
Phone: 509-928-4686/ Toll Free: 800-635-2829/Fax: 509-928-7570

CREDIT APPLICATION

For the purpose of establishing credit with Coeur d'Alene Window Company, LLC and or McVay Brothers Inc (hereafter referred to as "Company"), including but not limited to when it does business under the assumed business name The Coeur d'Alene Window Company and McVay Brothers Inc, the undersigned Applicant, and if more than one, each of them jointly and severally, furnishes the following information is true and correct and agrees to be bound by the terms and conditions hereof:

APPLICANT/ BUSINESS Name: _____ **DBA:** _____
Mailing/Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Primary Phone: _____ **Fax:** _____ **Email:** _____
Shipping Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Acknowledgement Fax: _____ **Invoice Fax:** _____

APPLICANT IS A: **INDIVIDUAL** ___ **SOLE PROP** ___ **PARTNERSHIP** ___ **LLC** ___ **CORPORATION** _____

TYPE OF BUSINESS: _____ **Years in Business:** _____ **Amount of Credit Requested:** _____
**Will your purchases be Taxable ? Yes ___ No ___ If no, a copy of your Resale Certificate is required with application (excludes HI< OR, MT, AK)

Contractor's License # _____ **Federal Tax ID #:** _____ **State Licensed/Register In:** _____

Accounts Payable Contact Regarding Credit and Financial Matters

Name: _____ **Title** _____ **Phone:** _____ **Fax:** _____
Accounts Payable EMAIL: _____

List Name(s) and Title of Partners, Owners, Corporate Officers: Equal LLC & partnership members must all be listed:

Name: _____	Title: _____	SS# _____
Address: _____	City _____	State: _____ Zip _____
Name: _____	Title: _____	SS# _____
Address: _____	City _____	State: _____ Zip _____
Name: _____	Title: _____	SS# _____
Address: _____	City _____	State: _____ Zip _____

TRADE / CREDIT REFERENCES:

NAME: _____	PHONE: _____	FAX: _____
ADDRESS: _____	CITY: _____	STATE: _____ ZIP: _____
NAME: _____	PHONE: _____	FAX: _____
ADDRESS: _____	CITY: _____	STATE: _____ ZIP: _____
NAME: _____	PHONE: _____	FAX: _____
ADDRESS: _____	CITY: _____	STATE: _____ ZIP: _____

BANK: _____ **ADDRESS** _____ **City:** _____ **State:** _____ **Zip** _____
ACCOUNT #: _____ **LOAN OFFICER:** _____ **PHONE:** _____ **FAX:** _____

Credit Release Authorization: This Application is given for the purpose of obtaining Credit. The Coeur D'Alene Window Co. & McVay Brothers will rely on this information and its verification to extend credit to the Applicant. Further, Applicant authorizes The Coeur D'Alene Window Co. & McVay Brothers to make credit inquiries and to verify any/all information deemed necessary to evaluate this request, including obtaining business and/ or personal credit reports, and contacting Applicant's bank for account information. This form may be reproduced or photocopied and a faxed copy shall be effective consent as an original.

Signature _____ **Print Name** _____ **Date** _____



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Terms of Sale and Credit Agreement

All parties hereby agree that all purchases made are subject to the following terms and conditions as well as any terms and conditions stated on Company's invoices:

1. All sales will be "**Cash In Advance**" until the credit application is approved.
2. The undersigned Applicant hereby agrees that all purchases are payable in full by **Net 30 Days** following the date of purchase. If applicant fails to pay any invoices when due, Applicant agrees to pay a late charge of 1 ½% per month, or the maximum rate allowed by law, on any past due balance. If any amount is not paid when due, Company may at its option place the account on a cash basis and terminate any unfilled orders or discontinue any deliveries until all past-due payments are made and adequate assurance of Applicant's financial ability is received.
3. Terms of Sale and Credit are granted at the sole discretion of The Coeur D'Alene Window Co. and McVay Brothers Inc. and may be changed at any time without notice.
4. The undersigned is obligated to pay for all goods purchased regardless of whether Applicant receives any payments due to Applicant for subsequent sale of the goods. Invoices are not payable in installments, but are payable in full as stated in paragraph # 2 above. In addition, Applicant is obligated to pay all invoices, regardless of credit limit. If Applicant places an order for any goods or services provided by Company customer is obligated to pay in full for any such "will call" goods or services whether or not the Applicant takes delivery of the goods or services. Company shall apply funds to oldest owing invoices. Additionally, Company may apply payments at its sole discretion unless Applicant instructs Company in writing as to how funds are to be applied.
5. Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless Applicant notifies Company within ten (10) days of receipt of the invoices or statements. Applicant further agrees to notify company in writing within seven (7) business days of receipt of goods of any defects, damages, non-conforming goods, or any other reason that would cause Applicant to reject goods shipped by the Company. Applicant's sole and exclusive remedy for defective, damaged, or non-conforming goods is replacement of the goods or refund of Applicant's payment at Company's sole option. Company's permission must be obtained in writing before any goods may be returned to Company. Special ordered (non-stock) goods are not subject to return. Return of standard stock items may be subject to a restocking charge.
6. If Applicant is a sole proprietorship or partnership, Applicant agrees that in the event of a conversion of its business form to a corporation or limited liability company, all terms of this agreement will apply to the new entity, including the personal guaranty of any individual signing this agreement, unless Applicant notifies Company in writing. Any change in Applicant's business structure shall not affect Applicant's obligations under this agreement unless Company agrees otherwise in writing. Applicant cannot transfer or assign the account relationship created hereby without Company's prior written consent.
7. Applicant agrees to pay to Company upon demand, all costs and expenses, including, without limitation, all attorneys' fees and court costs incurred by Company, in connection with the enforcement or collection of Applicant's account. All such costs and expenses shall bear interest at the rate of eighteen percent (18%) per annum. This provision shall apply whether or not a lawsuit is commenced in bankruptcy court or on appeal.
8. This agreement shall be governed by the internal laws of the State of Washington. Venue for any action or suit brought against customer by Company may be brought in any court located in Spokane County or where the Applicant resides, at the option of Company. The Company and Applicant hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which Company and Applicant may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. Company is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.
9. This agreement may not be modified without Company's written approval, signed by one of its Officers.
10. This agreement binds Applicant and any successor business, which is any business managed by any one or more of the current Applicant's principals.

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____



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GUARANTY

In consideration for Company extending credit to the customer/applicant, and as a condition precedent to the approval and acceptance of the Applicant's application for credit, the guarantor(s), jointly and severally, unconditionally and personally promise and guarantee the payment of any sum or balance that may accrue to Company, its successors or assigns.

This guaranty is absolute, unconditional, continuing, direct, and an immediate guaranty of payment and not just of collection and is not conditioned upon or limited by or in any other way affected by (a) any attempt by Company to pursue rights against customer/applicant; (b) any attempt by Company to pursue its rights against any of the customer's/applicant's real or personal property; (c) any action taken or not taken by Company; (d) the invalidity or unenforceability of any provision of the Terms of Sale and Credit Agreement; or (e) any defense asserted or claimed by Applicant with respect to Applicant's obligations, including, but not limited to, failure or lack of consideration, breach of warranty, fraud, payment, accord and satisfaction, statute of frauds, bankruptcy, insolvency, or statute of limitations. The obligations of guarantor under this guaranty shall not be subject to any counterclaim, set off, reduction, or defense based upon any claim that guarantor may have against customer/applicant or Company.

The guarantor will pay the attorney's fees and cost, collection fees and commissions (commission amount not to exceed 50% of the amount unpaid), court costs and any other expenses incurred (whether such fees, costs and expenses are incurred before an action or proceeding is filed, before trial, or after trial) by Company or any of its affiliates prior to, during, on appeal from or after any action or proceeding for the enforcement of this guaranty agreement, regardless of whether an action or proceeding is commenced. Without limiting the generality of the foregoing, guarantor will pay any attorney's fees or costs of Company or any of its affiliates incurred in connection with any bankruptcy case or proceeding of guarantor or customer/applicant. Each guarantor waives any and all defenses by reason of any extension of time granted for payment of the obligation by customer/applicant, or by taking or releasing any collateral of the Applicant.

The incurrence of any one or more of the following events shall constitute an "Event of Default" under this guaranty: (a) the failure of guarantor to pay any of guarantor's obligations; (b) the failure of guarantor or the Applicant to perform, observe, or comply with any agreement, covenant, or promises made under this guaranty or under the terms of the Terms of Sale and Credit Agreement; (c) the appearance of any Event of Default under the Terms of Sale and Credit Agreement; (d) the determination in good faith by Company that a material adverse change has occurred in the financial condition of Applicant or guarantor; (e) the determination in good faith by Company that any security for customer's/applicant's obligations is inadequate; (f) the determination in good faith by Company that the prospect of payment of any guarantor's obligations is not impaired for any reason; or (g) the death of customer/applicant or any guarantor who is a natural person.

This guaranty binds and inures to the benefit of the parties and their heirs, successors and assigns. This guaranty agreement shall be governed by the internal laws of the State of Washington, with reference to conflicts of laws rules.

In the event of default by the customer/applicant, and at the election of Company, venue for any action or suit brought against customer/applicant by Company may be brought in any court located in Spokane County or where the customer/applicant resides, at the option of Company.

Company shall not be required to exhaust any remedy against the customer/applicant prior to proceeding against the guarantor. Guarantor waives any

presentment, demand or performance, notice of nonperformance, notice of sale, delivery of goods, nonpayment at maturity, extension granted, protest, notice of protest, notice of dishonor, notice of acceptance of this guarantor and/or the notice of creation of additional indebtedness. Company and Applicant hereby agree not to elect a trial by jury of any issue triable by right by jury, and waive trial by jury in any action or proceeding to which Company and Applicant may be parties arising out of or in connection with or in any way pertaining to this agreement. It is understood and agreed that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. Company is hereby authorized to submit this agreement to any court having jurisdiction over the subject matter of any litigation to serve as conclusive evidence of such waiver of right to trial by jury.

This guaranty imposes significant legal liability upon the guarantor. The undersigned has carefully read the foregoing continuing absolute and unconditional guaranty and fully understands the content thereof.

I hereby consent to the grant of the guaranty in the above Guaranty.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, guarantor has duly executed this guaranty as of the date set forth next to guarantor's signature.

Owner/Officer Signature:

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____



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INDEMNITY AGREEMENT:

Customer shall indemnify, defend, save, and hold harmless Company from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) to Company's legal counsel, suffered or incurred by Company as a result of any lawsuit, action, or proceeding that is commenced or threatened against Company by any third party, specifically including a customer of customer alleging any claim relating to Company's sale of goods and services to customer, breach of warranty, personal injury, or any other type of damage whatsoever.

Owner / Officer

Signature: _____ **Title:** _____ **Date:** _____

SECURITY AGREEMENT

As security for the payment and performance of all obligations customer owes to Company under this agreement, the invoices, or any other obligation owed to Company, Applicant hereby pledges and grants to Company a continuing purchase money security interest in all goods sold by Company to Applicant, and without limiting the generality of the foregoing, all windows and window products, proceeds, products, and accounts receivable from the collateral. Company's security interest shall continually exist until all obligations owed by Applicant to Company have been paid in full. This is not a "consumer transaction," as defined in the Uniform Commercial Code, and none of the goods were or will be purchased or held primarily for personal, family, or household purposes.

Events of default shall include, but are not limited to: (a) the failure to pay; (b) the failure to perform, observe, or comply with any of the covenants of this agreement or any of the invoices or other agreements between the parties; (b) the insolvency of the customer as defined in Section 101 of the United States Bankruptcy Code; or (c) the attachment of assets of the customer by any third party.

Upon and after the occurrence of an Event of Default, Company may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought the following rights and remedies, in addition to the rights and remedies available to Company under the Uniform Commercial Code: (a) declare all obligations to be immediately due and payable; (b) institute any proceeding to enforce this agreement; (c) or take possession of the collateral.

Customer hereby authorizes Company to file a financing statement covering the goods sold to customer (the "collateral").

I hereby consent to the grant of the security interest in the above Security Agreement.

Owner / Officer Signature: Title: Date:

Signature: _____ **Title:** _____ **Date:** _____