



PO BOX 1770
Sumner, WA 98390
Phone: (253) 863-5555
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BUSINESS CREDIT APPLICATION

Sumner, WA ☐ Burlington, WA ☐ Pasco, WA ☐ Spokane, WA ☐ Centralia, WA ☐ Eugene, OR ☐
Medford, OR ☐ Redmond, OR ☐ Sacramento, CA ☐

The following information must be completed **in full** and will be held in strict confidence. Any missing information will delay processing.

Name as Registered:			License #:	
Billing Address:			Sales Tax Status	
City:		State:	Zip Code:	
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Proprietorship: <input type="checkbox"/>			Taxable <input type="checkbox"/> Non-Taxable <input type="checkbox"/>	
Nature of Business: Remodeling: <input type="checkbox"/> Commercial: <input type="checkbox"/> Custom: <input type="checkbox"/> Spec: <input type="checkbox"/> Industrial: <input type="checkbox"/> Other: <input type="checkbox"/> _____			State law requires that we have a reseller permit on file. Please submit a copy if applicable.	
Bond Company:			Bond #:	
Monthly Credit Limit Request:				
AP Contact Name:			AP Phone:	
AP Email:			AP Fax:	
Principals	Title	Phone	Address	Social Security #

BANK AND TRADE REFERENCES

Bank: _____	Branch: _____	Bank Officer: _____
Account #: _____	Phone: _____	Fax: _____
Supplier: _____	Fax: _____	
Address: _____	Email: _____	
Supplier: _____	Fax: _____	
Address: _____	Email: _____	
Supplier: _____	Fax: _____	
Address: _____	Email: _____	

PURCHASE AGREEMENT

The undersigned hereby authorize(s) any of the above listed banking or credit references to release to The Truss Company and Building Supply, LLC such credit information as it may request. The undersigned as [an] individual(s) hereby knowingly consent to The Truss Company and Building Supply, LLC to utilize a consumer credit report and to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq. If application for credit is denied you have 60 days from time of denial to obtain a written statement of the specific reasons. Please send request to ATTN: TrussCo Credit - PO Box 1770, Sumner, WA 98390. A written statement of reason will be sent within 30 days of receiving the request. Customer agrees to notify the credit department 30 days prior to any change in ownership or structure of business. Customer shall pay a \$50.00 fee for all returned or "NSF" checks. Each person or entity signing this credit application consents to the nonexclusive personal jurisdiction and venue of the courts of Washington State and King County or Pierce County, and the United States federal courts located therein. The Truss Company and Building Supply, LLC is not a lending institution. Any funds received without designation or over payments will be applied to portions of past due/unpaid balances as The Truss Company and Building Supply, LLC deems appropriate.



TERMS OF SALE

CONTRACT OF SALE AND PRICE: These Terms of Sale govern The Truss Company and Building Supply L.L.C.'s ("the Truss Company") sale of the items specified in the Truss Company's purchase order ("Products") with Buyer. These Terms of Sale are incorporated into every purchase order and constitute the terms of the contract between Buyer and the Truss Company. By submitting a purchase order to the Truss Company, Buyer agrees to follow and be bound by these Terms of Sale if the Truss Company accepts the purchase order. No contract is formed until delivery of the Truss Company's signed Purchase Order. The Truss Company reserves the right to reject or decline any order.

TERMS OF PAYMENT

Unless otherwise provided in the Purchase Order, terms of payment are as follows: payment is due by the end of the month following issuance of the invoice. If payment is made by the tenth day of the month following issuance of the invoice using a payment method other than credit card, then a one-percent (1%) discount will be applied. All invoices, even if disputed, are due and payable on the above term. Disputed invoice amounts, if legitimate, will be credited separately. If payment is not made by the end of the month following issuance of the invoice, then default interest at the rate of eighteen percent (18%) per annum may accrue on all unpaid balances. This transaction is a commercial sale of the Products for a business use, and is not subject to state statutes addressing usury. In the event that a court determines that a respective state's usury statute governs this transaction, then interest will accrue at the highest legal rate allowed.

The Truss Company reserves the right to require personal guarantees or other assurances of payment, and to place any customer on a "cash only" or "prepaid" basis at the Truss Company's sole discretion. The Truss Company reserves the right to discontinue sales or delivery if the above payment terms are not met.

DESIGN AND DELIVERY

Buyer acknowledges that it has examined the drawing package and agrees to purchase the products therein described. Buyer acknowledges that the layouts and truss designs have been produced using plans and data provided to the Truss Company by Buyer or Buyer's agent, and Buyer, having examined them, does hereby agree that the products represented by these designs are acceptable for use in the structure that Buyer intends to build. Buyer acknowledges that in the event an order is cancelled, Buyer will be responsible for all applicable design fees incurred. Buyer understands that orders may not be cancelled once material has been cut for the job.

Buyer acknowledges its responsibility to verify quantities, spans, pitches, overhangs, bearing locations, point load locations, size and location of required openings, and other contractor-verifiable items related to the proper function and appearance of the Products. Buyer acknowledges that the Truss Company is responsible only for the design of the Products based upon information supplied by Buyer, and is not responsible for building design.

Buyer understands that truss and building bracing are the responsibility of the engineer of record, Buyer, and/or Buyer's subcontractor or other agent. The Truss Company will provide guidance on the types and recommended locations for bracing, but it is Buyer's responsibility to understand and oversee the overall bracing design for the building of which trusses are a part.

DELIVERY: Buyer agrees to provide for a reasonably smooth, level and accessible area for delivery of trusses at the job site. Buyer will ensure that the approach path to the desired drop location is straight, level, compacted, and with clear width and height, including a safe distance and proximity away from power lines and utility lines. Should the Truss Company's delivery truck arrive at the jobsite and find that these conditions are not met and trusses cannot be dropped, Buyer will be responsible for re-delivery costs. Should the Truss Company attempt to deliver despite these conditions not being met, Buyer accepts responsibility for damage caused by these conditions not being met. Should the delivery vehicle get stuck on Buyer's jobsite, Buyer agrees to pay actual towing costs.

Delivery by the Truss Company is limited to the safe ability of the Truss Company's equipment. Buyer is responsible for the costs and scheduling of contractors and other delivery means if the site requires delivery means beyond the extent of the Truss Company's equipment.

If Buyer is not present at the jobsite at the time of delivery, Buyer authorizes the Truss Company to use its reasonable judgment in deciding whether and where to unload the order. Buyer agrees to indemnify the Truss Company from any liability for damages resulting from the exercise thereof.

Regardless of whether Buyer is on the jobsite at the time of delivery, it is expressly agreed that the Truss Company does not assume control over the jobsite at the time of delivery and is not responsible for the safety of the site and the safety of any workers on the site except only so far as to the specific activities associated with the Truss Company's delivery of the trusses. The Buyer, Buyer's framer or other designated subcontractor, shall be responsible for providing and ensuring worksite safety during the Truss Company's delivery of the products.



Buyer understands and agrees that if the site is not ready for delivery of the Products on the date Buyer is notified of the Products' intended delivery date, then Buyer may be charged a redelivery fee. Buyer understands and agrees that if delivery of the Products takes longer than the period specified in the purchase order, then Buyer will be responsible for the costs of the Truss Company's personnel's and equipment time.

NO INSTALLATION: Under no circumstances will the Truss Company be responsible for the installation of the Products. Buyer understands that it is Buyer's responsibility to be knowledgeable of the warnings and recommendations related to the safe handling and erecting of wood trusses. Buyer understands and agrees that Buyer, as the builder/contractor, is solely responsible for the safe and proper installation of the Products, and to ensure that the installation is in conformance with engineering and permanent bracing notes included as part of the design package. Buyer is solely responsible for the site-safety of the worksite and those workers assisting with the installation of the Products during delivery.

INDEMNITY

Buyer agrees that it will indemnify, hold harmless, and defend the Truss Company and its officers, agents, employees, and affiliates from and against any liability, loss, damage, claim, cause of actions, or suit that may be sustained by or recovered against the Truss Company by reason of any negligence, concurrent negligence, gross negligence, intentional or willful act or omission of the Buyer, Buyer's agents or employees, Buyer's subcontractors or the subcontractors' employees, or in connection with the Products or this Agreement in any way. This Agreement is intended to provide the broadest indemnity rights available and allowed under state law. Buyer's indemnity obligations shall survive the termination or expiration of this Agreement and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this paragraph void or to reduce or eliminate any other indemnification or right which the indemnified parties have by law. Buyer's duty to indemnify shall not apply to liability for damages arising out of bodily injury to persons or damages to property caused by the sole negligence of the Truss Company. The use of the term "negligence" in this agreement does not limit Buyer's duty to defend, indemnify, and hold the Truss Company harmless to only tort-based claims.

Buyer's indemnification obligations include, but are not limited to, the Truss Company's personnel-related costs, overhead, experts' fees, actual attorneys' fees, court costs, all related expenses, including all fees and costs of any kind incurred to enforce and establish rights under this agreement.

The parties have specifically and mutually negotiated that, for purposes of this Agreement only, Buyer specifically and expressly waives any immunity that may be granted to it under a state's worker's compensation act. There are no intended third-party beneficiaries to this waiver.

WARRANTY

The Truss Company provides a non-transferable (only the Buyer may enforce this Limited Warranty) one (1) year Limited Warranty to the Buyer that the roof and/or floor trusses manufactured by the Truss Company shall be of good quality, manufactured within accepted tolerances per ANSI/TPI standards, and free from significant defects in materials and workmanship. Trusses that are not manufactured by the Truss Company are not warranted by the Truss Company. The Truss Company's exclusive liability under this Limited Warranty, or otherwise for defective Truss(es) or workmanship of the Truss(es), is limited to the reimbursement of the cost of the Truss, repair of the Truss itself, or replacement of the Truss, which option shall be determined by the Truss Company in its sole discretion.

The Truss Company's obligation under this Limited Warranty shall terminate one (1) year from the date of delivery of the Products. Buyer must, within that one (1) year, give the Truss Company written notice of any claimed defect(s) in the Truss(es). The notice must describe the claimed defect in reasonable detail and be accompanied by a professional or expert report certifying the nature of the alleged defect. The notice must be received by the Truss Company as promptly as reasonably possible, and in no case later than fourteen (14) calendar days after appearance of the claimed defect or seven (7) calendar days after the expiration of the one year Limited Warranty period (whichever period is shorter). Notice shall be delivered via certified or registered mail to: The Truss Company LLC, P.O. Box 1770, Sumner, WA 98390. Failure to strictly comply with the procedures in this paragraph will cause the Limited Warranty to be null and void and of no effect. This Warranty shall be governed by and construed according to the laws of the State of Washington.

WARRANTY EXCLUSIONS. The Truss Company does not warrant or assume any responsibility for any of the following, all of which are excluded from coverage of this Limited Warranty:

a. defects arising if Truss(es) are misused, installed incorrectly, or otherwise subjected to conditions that will reduce the strength of the Truss(es);



b. if there is a failure to comply with the instructions provided in the BCSI-B1 Summary Sheet's commentary and recommendations for handling, installing & bracing metal plate connected wood trusses, or a similar successor sheet (this is shipped to every job site) then the Limited Warranty shall be null and void and of no effect;

c. if the design and/or manufacture of the Truss(es) is based upon information about dimensions, intended usage, environmental conditions, or any other essential fact supplied by the Buyer or by any other outside person or entity, that is later found to be inaccurate, insufficient or deficient in some significant respect, the Limited Warranty to be null and void and of no effect;

d. if the Truss(es) are lost, deteriorate or are damaged after delivery by any outside cause, including without limitation, theft, vandalism, wind, fire, rain, act of God, and/or negligence, then the Limited Warranty to be null and void and of no effect; and

e. defects resulting from characteristics common to Trusses such as conditions arising from environmental conditions, or from condensation or moisture on or about the trusses, or expansion or contraction of the Trusses.

This Limited Warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Truss Company. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY DOES NOT COVER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR OTHER COMMERCIAL LOSS), OR DAMAGES FOR BODILY INJURY.

ADDITIONAL PROVISIONS

LIMITATION OF LIABILITY: Buyer agrees that estimated delivery dates and times are made on a "best effort" basis, and that the Truss Company shall not be liable for costs caused by delays in the production or delivery of the Products for any reason. The Truss Company shall not be liable for any incidental or consequential loss, damage or expense of any kind, regardless of cause. In no event shall the Truss Company be liable for more than the purchase price of the affected product.

TITLE TO PRODUCTS: All sales, unless otherwise specified on the Truss Company's invoice, are F.O.B. destination. Risk of Loss passes to Buyer upon delivery of the Products to the destination designated by Buyer. Until fully paid, the Truss Company reserves the right to retain title to all Products to secure payment and/or a security interest in such material. Title to Products passes to the Buyer upon receipt of full payment of the total purchase price. Upon Buyer's default, the Truss Company may, at its sole discretion, retake possession of the Products without prior legal process and the Truss Company may pursue any other remedies that may be available to the Truss Company.

ATTORNEYS' FEES: If any litigation, arbitration or other legal proceeding which may arise between the parties to this Agreement occurs, then the prevailing party shall be entitled to recover its costs, including costs of arbitration and reasonable expert witness and attorneys' fees in addition to any other relief that such party may be entitled.

ACCEPTANCE AND EFFECTIVE DATE: The effective date of the Agreement is the date the Truss Company signs the accepted Purchase Order.

GOVERNING LAW: This Agreement shall be construed and governed by the laws of the State of Washington. Venue of any court action shall be the court of the county where the Products are delivered.

INTEGRATION AND SURVIVAL: This Agreement contains the entire understanding and agreement between the Truss Company and Buyer concerning the sale and delivery of the Products, and supersedes any and all prior agreements, understandings, promises, representations, whether written or oral, between the Truss Company and Buyer. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this Agreement, and there are no warranties or representations with respect to the Products or this Agreement of any nature whatsoever, either express or implied, except as set forth herein. Should any provision of this Agreement or portion thereof be deemed void or invalid, then to the maximum extent permitted by law, the remainder of this Agreement shall remain valid and binding.

Signed this _____ day of _____, 20_____

BY _____

PRINT _____

TITLE _____



PERSONAL GUARANTY FOR CORPORATE ACCOUNTS

In consideration of the extension of credit to the firm named on the reverse side of this form, the undersigned Guarantors, and each of them (if more than one), and in their respective martial communities, herby jointly and severally guarantee to The Truss Company and Building Supply, LLC (Creditor) absolutely and unconditionally, at all times, payment, immediately when due, of any indebtedness and/or liabilities, direct or contingent, now owing, or which may hereafter be owing and become due, from said firm, its successors or assigns, including in such indebtedness and/or liabilities all interest, charges, and expenses accrued with respect thereto, and all costs, charges and expenses which the Creditor may incur in enforcing or obtaining payment of any such indebtedness and/or liabilities, or pay in connection with said firms account, and in addition to all interest and finance charge, the costs of collection including attorney's fees and costs. The Personal Guaranty will remain valid until a written statement removing oneself is received via certified mail.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

SPOUSE'S SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

SPOUSE'S SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Washington, D.C. 20580.