

Online



# CREDIT APPLICATION

**Please print legibly or type. This first section is required by our Credit Department. See reverse side for Terms & Conditions. Application must be signed by an Officer/Owner. A copy of your pre-typed list of credit references is acceptable as long as this application is signed and dated.**

## BILLING INFORMATION

Company Name	Website Address		Highest Anticipated Credit Limit
Billing Address	City	State	Zip Code
Business Location (if different)	City	State	Zip Code
Shipping Address	City	State	Zip Code
Purchasing Agent Name	Phone #	FAX #	E-Mail Address
Accounts Payable Contact	Phone #	FAX #	E-Mail Address

Are you already working with one of our branches? ☐ Seattle ☐ Spokane ☐ Portland ☐ Oakland ☐ Tacoma ☐ N/A

Do you require a Monthly Statement? ☐ Yes ☐ No (Note: No statement will be issued unless required or your account becomes Past Due.)

To which E-mail address should Invoices be sent? \_\_\_\_\_ Are Purchase Order numbers required? ☐ Yes ☐ No

Are you subject to Sales Tax for the following states? ☐ California ☐ Washington Please enclose your Tax Exemption Certificate.  
(All states require that we have a certificate on file or we must bill you for your State Sales Tax.)

## BUSINESS INFORMATION

Owner's Name	Manager's Name	
Taxpayer Status	If Incorporated, Designate State	Business Identification-- Federal Tax ID/SS #
Type of Business	# of Years in Business	Dun & Bradstreet #

## BANK & CREDIT REFERENCES

Bank's Name	Person to Contact	Phone #	FAX #
Address	Account #	Highest Credit	Current Balance
<b>1</b>	Company's Name	Person to Contact	Phone #
	Address	E-mail Address	Account #
<b>2</b>	Company's Name	Person to Contact	Phone #
	Address	E-mail Address	Account #
<b>3</b>	Company's Name	Person to Contact	Phone #
	Address	E-mail Address	Account #
<b>4</b>	Company's Name	Person to Contact	Phone #
	Address	E-mail Address	Account #

Send completed application to:

**West Coast Wire Rope & Rigging, Inc., Attn. Credit Department, 2900 NW 29th AVE, Portland, OR 97210**

**FAX-503.227.0535**

**E-MAIL-AR@wccwr.com**

**Seattle #-800.275.0447**

**Spokane #-844.882.3136**

**Portland #-800.275.0482**

**Oakland #-800.275.0885**

**Tacoma #-253.572.8981**



# CREDIT APPLICATION (continued)

## TERMS AND CONDITIONS

### REQUEST FOR QUOTATION, PLACEMENT, OR ACCEPTANCE OF ORDER

A request for quotation, placement, or acceptance of an order by Buyer shall constitute an acceptance of the Terms and Conditions contained herein. Any of the Buyer's Terms and Conditions which are in addition to, or different from, those contained herein, which are not separately agreed to by Seller in writing, and hereby objected to and shall be of no effect. All offers shall be deemed accepted by buyer upon transmission to Seller of Buyer's acceptance of the offer in any reasonable manner.

### TAXES

Applicable state Sales and/or Use Tax will be added unless Seller has a signed Sales Tax Exempt certificate on file. Taxes are not included in quoted price.

### PRICE

Published prices and quoted prices, unless otherwise specified, are subject to change without notice. Seller reserves the right to revise the pricing if there is any change in quantity, inventory availability, size, finish, or method of shipment different from those contained in the original order.

### INSPECTION

Buyer shall promptly inspect goods upon receipt and notify Seller of any defect in workmanship, transit damage, or otherwise not in conformity with the requirements of the order. Seller, at its option, may correct or have corrected the nonconformity. Seller will cooperate with Buyer in filing claims with freight carriers. All claims for shortages, shipping, or clerical errors shall be made in writing no later than ten (10) days after Buyer's receipt of the products.

### RETURNS

No product may be returned without the Seller's consent or knowledge. Seller shall furnish instructions regarding disposition or rejected products. All returned merchandise is subject to inspection. The Seller reserves the right to impose a 20% restocking charge. Payment for all in-bound and out-bound freight charges will be the responsibility of the Buyer unless prior arrangements have been made. Seller will not accept the return of merchandise purchased over 90 days based on the original invoice date. Cut lengths of wire rope are not subject to return except upon written consent of the Seller. Any use of the goods by Buyer, or any failure to make a claim within the applicable time periods shall automatically constitute an irrevocable acceptance of the goods and an admission that the goods fully complied with the terms and conditions of the sale. A claim that product is non-conforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing by Seller.

### PAYMENT TERMS

Terms of payment shall be set forth on the face of the quotation or invoice. Terms are figured from the date of invoice. All payments are to be made in U.S. Dollars. Any unpaid balance after the required payment date shall be subject to a finance charge of 1-1/2% (18% per annum) per month from such date. Payments shall be made without right of setoff. Title of goods shall not pass to the Buyer until the entire purchase price and all other obligations of the Buyer under these terms of sale are paid performed in full. Seller shall have the right to suspend credit or to modify credit terms, or to withhold deliveries, when the Buyer's financial condition so warrants. In the event the Seller is required to institute any type of action or proceeding to recover any obligations due Seller by Buyer, Seller shall be entitled to receive, as an additional item of damages, reasonable collection and/or attorney fees incurred by Seller in pursuit of Buyer.

### SHIPMENT

All material shall be properly packed for shipment. The Seller shall comply with the Buyer's routing and written shipping instructions. If such instructions are not previously received, Seller reserves the right to select carrier and routing. All shipments are F.O.B. Origin, unless other arrangements have been made.

### DELIVERY

All goods quoted upon are subject to prior sales. In no event will the Seller be responsible for loss or damages due to failure to make delivery in accordance to the delivery estimate. In addition, the Seller shall not be liable for failure in shipment or delivery caused by fires, strikes, casualties, delays in transportation, acts of God, or other causes beyond the Seller's control. Seller's judgments shall be final and shall not subject Seller to any claim for damages by virtue of any shortages or failure to deliver.

### TITLE-SECURITY

For security, title of goods shall not pass to the customer until the entire purchase price and all other obligations of the customer under these terms of sale are performed in full.

### ARBITRATION

All disputes that may arise between the parties regarding the interpretation of the contract and the legal effect of the contract shall, to the exclusion of any court of law, be arbitrated and determined in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be held in the city in that state where the principal office of the Seller is located. The parties recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

### GOVERNING PROVISIONS

The parties hereto irrevocably submit to the venue and jurisdiction of the Federal and State courts sitting in Multnomah County, Oregon and waive claims as to inconvenient forum. In the event this agreement pertains to the sale of any goods outside the United States, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this agreement.

### WARRANTY AND LIMITATION OF REMEDIES

Except for the warranty that the product manufactured by Seller shall be made in a good and workmanlike manner and in accordance with the specifications therefore supplied or agreed to by Buyer, SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AND ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM THIS AGREEMENT. The above warranty shall only apply during the first ninety (90) days following delivery of the Product to Buyer. Seller shall not be liable for any consequential or incidental damages, lost profits, punitive damages or losses or expenses of any kind. Buyer's sole and exclusive remedy shall be the repair or replacement, at Seller's option, of product proven to be defective. Seller is hereby specifically granted the right to cure any proven or acknowledged defects. In any event, Seller's maximum liability herein above shall not exceed the contract price for the Product proven to be defective. Notwithstanding anything to the contrary hereinabove, the limited warranties provided hereinabove shall not apply to any component parts or equipment not manufactured by the Seller, but purchased by Seller from other manufacturers or are sold as is or assembled with Seller's product. In those instances, all warranties are those made by the manufacturer and Seller hereby disclaims any warranties, whether express or implied, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller's limited warranty shall become null and void should Buyer attempt any repairs or alterations to the Product without Seller's prior written consent. Seller's limited warranty shall likewise not apply to any damage caused by misuse or neglect. Seller does not authorize any person, including its agents, employees, sales representatives, or distributors, to create, modify, expand, or extend any warranty or representation about the Product other than contained in the preceding sentences.

***I have read and agree to comply with the Terms and Conditions listed above. I have submitted the completed credit application on the reverse side (pg. 1).***

Authorized Signature	Company	
Typed or Printed Name	Title	Date Signed