



Attached is Salmon Bay Sand & Gravel's Credit Application.

Please complete this form, sign the Terms and Conditions and return for processing.

If your purchases are for resale, please send a current copy of your Reseller Permit issued by Washington State Department of Revenue. We are obligated to charge tax without this permit on file.

Include 3 Trade/Credit references accompanied by their phone number and email address.

Allow 3-5 business days to process.

Thank you for your interest, we look forward to working with you. Any questions please feel free to contact me at 206-297-4707 or [kathys@sbsg.com](mailto:kathys@sbsg.com).

Best regards,

Kathy Sites

Credit Manager

Salmon Bay Sand & Gravel

MAILING ADDRESS:  
PO BOX 70328  
SEATTLE WA 98127

Phone: (206) 784-1234  
Toll Free: 1-800-774-8999  
Fax: (206) 781-0984  
[www.sbsg.com](http://www.sbsg.com)

STREET ADDRESS:  
5228 SHILSHOLE AVE NW  
SEATTLE WA 98107



## CREDIT APPLICATION

Firm Name \_\_\_\_\_ DBA \_\_\_\_\_  
Physical Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Email \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Bonding Company \_\_\_\_\_  
\_\_\_\_\_ Bond # \_\_\_\_\_  
Type of Business \_\_\_\_\_ WA Contractor Lic. #/Exp. Date \_\_\_\_\_  
Proprietorship  Partnership  Corporation  LLC  Year Established \_\_\_\_\_  
E-Mail Billing Address \_\_\_\_\_  
Sales Contact/Purchasing Agent \_\_\_\_\_  
Accounts Payable Contact \_\_\_\_\_

**Principals: (Please give home address, phone number and Social Security number)**

<b>1.</b> Name _____ Address _____ _____ Social Security # _____ Phone _____	<b>2.</b> Name _____ Address _____ _____ Social Security # _____ Phone _____
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Have you or any principals in your company ever declared bankruptcy? Yes  No

**Please include copy of Reseller Permit with this Application**

Credit limit Requested: \$ \_\_\_\_\_ Purchase will be taxable  Non-taxable

Principal Bank \_\_\_\_\_ Branch \_\_\_\_\_

### Trade/Credit References

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

### TERMS AND CONDITIONS

In consideration of extension of credit, applicant certifies the above information to be correct and grants Salmon Bay Sand & Gravel Co. ("SBSG") permission to verify all of the above. In addition, applicant agrees to pay interest at the rate of 1 ½ % per month (18% per year) on balances not paid within thirty (30) days of date due. Payment of the full amount billed is due no later than thirty (30) days following billing. **Payment of each SBSG invoice is not contingent upon receipt of payment from others.** Should a suit or action be instituted in collection of applicant's debt by SBSG, Applicant hereby agrees to pay costs of suit, including, but not limited to, reasonable attorney's fees or costs of special counsel together with costs and disbursements incurred. If this account is referred to collections, Applicant agrees to pay collection costs equal to a minimum of twenty-five percent (25%) of the principal amount. Applicant hereby agrees that venue of any such action shall be in Superior Court of the county in which a lien claim is filed by SBSG and in either the District or Superior Court of King County, State of Washington if no lien claim was filed. Applicant acknowledges receipt of a copy of this application and agrees that all terms of this application shall be binding upon Applicant if Salmon Bay Sand & Gravel Co. extends credit to Applicant. Salmon Bay Sand & Gravel Co. reserves the right to change or alter our credit terms.

**DELIVERY TERMS.** Except for concrete, sand and gravel deliveries and unless otherwise agreed in writing between the parties. All shipments shall be Free on Board ("FOB") Salmon Bay Sand & Gravel Co. ("SBSG"). SBSG will use its best efforts to ship and deliver any merchandise as promised. A scheduled delivery date is an estimate only. SBSG will not be liable for any delays in manufacturing, shipment, or delivery.

**ACCEPTANCE. BUYER'S REQUEST FOR DELIVERY OF MATERIAL OR ACCEPTANCE OF MATERIAL CONSTITUTES ACCEPTANCE OF SBSG'S GENERAL TERMS AND CONDITIONS OF SALE.**

**INSPECTION OF MERCHANDISE.** Except for concrete, sand and gravel, Customer shall have 48 hours after receipt to inspect and either accept or reject the delivered merchandise. If the merchandise is rejected, SBSG must receive written notice. Failure to reject merchandise within 48 hours of receipt shall constitute irrevocable acceptance of the merchandise and admission that the merchandise complies with all specifications.

**RETURNS.** Merchandise returns will be refunded or credited if merchandise is returned in fewer than 30 days from date of purchase, the merchandise is in a saleable condition and the merchandise is accompanied by a sales receipt.

**CANCELLATIONS.** If Customer cancels a scheduled concrete delivery order without sufficient notice, SBSG may charge Customer a cancellation fee reflecting cost of labor and equipment.

**INVOICE AND STATEMENTS.** Customers shall notify SBSG, in writing, of any dispute regarding SBSG's invoices of statements within ten (10) days of invoice date. If Customer does not give written notice, then the invoice shall be deemed accurate.

**PURCHASE ORDERS.** Customer acknowledges the terms and conditions set forth herein constitute an Agreement between the parties. In no event shall preprinted terms and conditions on any Customer's documents, i.e., purchase orders, confirmations, acceptances, etc., modify or add to these terms unless specifically approved in writing by SBSG. Customer's orders shall be deemed to incorporate these Terms and Conditions.

**SPECIAL ORDERS.** If Customer fails to take the ordered quantity of materials or cancels an order, SBSG may charge Customer the material cost and any other costs associated with Customer's cancellation, including freight or transportation fees. This policy applies to regularly stocked merchandise as well as non-stocked merchandise.

**DISCLAIMER OF WARRANTIES.** All merchandise is sold "as is." SBSG makes no warranty of any kind, statutory, express, or implied. SBSG MAKES NO WARRANTIES PERTAINING TO RECOMMENDATIONS OR ADVICE GIVEN BY ITS EMPLOYEES. ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Merchandise not manufactured by SBSG is not warranted in any way by SBSG and carries only the manufacturer's warranties, if any.

**EXCLUSIVE REMEDIES.** If the above disclaimer or warranties is void or otherwise unenforceable for any reason, including the failure of parties to explicitly negotiate the warranty disclaimer or because the particular qualities or characteristics being disclaimed are not expressed, then the following provision shall apply: under no circumstances shall SBSG be liable for any incidental, special, or consequential damages of any kind or type, including, without limitation, business interruption costs, removal or reinstallation costs, loss of profit, loss of revenue, or loss of data. The limitation of damages covers any claims based on an alleged breach of warranty or other obligation, or any negligence on the part of SBSG, any officer, employee, or agent thereof.

**CHANGE IN OWNERSHIP, NAME OR ENTITY.** The applicant agrees to notify SBSG in writing of any change in ownership, name, or entity. Applicant shall be liable to SBSG for any purchases by a subsequent buyer of Applicant's business should Applicant's notification not be provided in writing.

**THE PERSON(S) SIGNING THIS APPLICATION CERTIFY AUTHORIZATION TO MAKE THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS CORRECT AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE, AND BELIEF. THE INDIVIDUAL WHO IS A PRINCIPAL OF THE APPLICANT, RECOGNIZING HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED AS NEEDED IN THE CREDIT EVALUATION PROCESS.**

ALL DECISIONS CONCERNING THE EXTENSION OR CONTINUATION OF CREDIT SHALL BE THE SOLE DISCRETION OF SBSG. IN THE EVENT THAT CREDIT IS EXTENDED, APPLICANT ACKNOWLEDGES THAT THIS CREDIT APPLICATION IS ALSO A BINDING CONTRACT BETWEEN THE PARTIES, FULLY EFFECTIVE FOR ALL TRANSACTIONS BETWEEN THE PARTIES AND HEREBY AGREES TO PAY ACCORDING TO INVOICE TERMS. APPLICANT FURTHER AGREES TO PROVIDE SBSG WITH AN UPDATED CREDIT APPLICATION UPON REQUEST AS A CONDITION FOR THE CONTINUED EXTENSION OF CREDIT. SBSG MAY TERMINATE ANY CREDIT AVAILABILITY AT ANY TIME WITHIN ITS SOLE DISCRETION.

**Signature of Applicant**  
**(if a corporation, authorized officer must sign and include title.)**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date** \_\_\_\_\_