



7600 SE Johnson Creek Blvd., Portland, OR 97206

Remit to: P O Box 6326, Portland, OR 97228-6326 ☐☐  
(800) 933-8813 Fax: (503) 788-0144

### Tell Us About Your Company

Company \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Billing Address \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Shipping Address \_\_\_\_\_  
 Sole Proprietor  
 General Partnership  
 Limited Partnership  
 Corporation  
 LLC

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

State Resale Tax # \_\_\_\_\_

State of Organization (OR, WA, Etc) \_\_\_\_\_ Years Under Present Ownership \_\_\_\_\_

Contractors License/Reg (State & No.) \_\_\_\_\_ Federal Tax ID \_\_\_\_\_ Date Business Started \_\_\_\_\_

Landscape License/Reg (State & No.) \_\_\_\_\_ Primary Business Activity \_\_\_\_\_

For the purpose of establishing or continuing commercial credit with United Pipe & Supply Co., Inc. as well as its subsidiaries, if any, and when it does business under any assumed business name (all of whom are hereinafter referred to as "United Pipe") and to apply to all existing balances as well as all future transactions with United Pipe, the Applicant, and if more than one, each of them jointly and severally, (jointly and severally "Applicant(s)") furnishes the following information and agrees to be bound by the terms and conditions hereof.

**NO WARRANTIES. UNITED PIPE DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER. ANY AND ALL GOODS ARE PROVIDED ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE APPLICANT(S). IF THE GOODS PROVE DEFECTIVE, APPLICANT(S) ASSUMES THE ENTIRE COST OF ALL SERVICING AND REPAIR. No obligation of United Pipe concerning or relating to the goods shall be deemed a performance specification of any kind.**

**NON-CONFORMING GOODS & LIMITATIONS ON UNITED PIPE'S LIABILITY.** Applicant(s) shall examine and inspect all goods immediately upon delivery. Applicant(s) shall advise United Pipe in writing of any claim with respect to shortages or non-conforming goods within five calendar days after delivery. Failure to so advise shall relieve United Pipe from any claim for shortages or non-conforming goods and shall constitute a waiver by Applicant(s) of all claims with respect to said goods. Applicant(s) sole and exclusive remedy against United Pipe, its agents, employees, successors, assigns and related and affiliated companies under any claim (including but not limited to shortage in or non-conforming goods) whether arising at law or in equity, including but not limited to claims for breach of contract, strict liability or negligence, is replacement of the non-conforming goods; or refund or waiver of Applicant(s)' obligation for payment for the subject goods at United Pipe's sole option. All returns must be pre-approved by United Pipe and are subject to charges by United Pipe for handling, restocking, transportation and condition of material. UNDER NO CIRCUMSTANCES SHALL UNITED PIPE BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AT ANY TIME FOR ANY REASON UNDER ANY CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**NO DELIVERY DATE(S) OR TIMES. ORDERS SUBJECT TO AVAILABILITY:** United Pipe does not agree, will not agree to and is not obligated to provide any specific goods on any delivery dates or times. All orders are subject to availability to United Pipe at its then existing locations, sources, suppliers, and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s) or time(s). In the event of shortages of goods for any reason, United Pipe shall have the right to allocate available goods in a fair and reasonable manner among its customers in such manner as United Pipe, in its sole and absolute discretion, may deem appropriate. Special order goods may not be returned.

The terms of this Agreement take precedence over any terms and conditions set forth in Applicant(s)' purchase order or other similar document, or any other agreement with Applicant(s), whether now existing or arising at any time in the future, and to the extent of any conflict, this Agreement shall control. Only the Credit Manager of United Pipe is authorized to modify any term of this Agreement. All modifications must be in writing signed by the Credit Manager of United Pipe and no other act (or omission) by United Pipe shall modify this Agreement. Applicant(s) expressly waive the requirement, if any, that United Pipe respond, reject or otherwise communicate with the Applicant(s) concerning any now existing or future purchase order, agreement or document sent, delivered or otherwise provided to United Pipe on behalf of the Applicant(s) and Applicant(s) agree that any term therein which conflicts with the terms of this Agreement shall not be binding upon United Pipe and the terms of this Agreement shall control.

United Pipe may propose or suggest certain labor, materials, equipment or services ("United Pipe Proposals") to Applicant(s) or others. It is expressly agreed that United Pipe is not providing directly or indirectly any licensed or regulated design, architecture, engineering or any other regulated or licensed services and that United Pipe shall have no liability for United Pipe Proposals. Applicant(s) shall check and review all United Pipe Proposals and Applicant(s) shall accept full, final and overall responsibility for any United Pipe Proposal which may be implemented in whole or in part.

United Pipe may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Applicant(s) authorize the release of information to United Pipe. The information provided by the Applicant(s) is complete, true and correct.

Invoices must be paid in full no later than 30 calendar days following the date of the invoice or in accordance with different terms provided by United Pipe on the invoice. Applicant(s) hereby agree to any and all terms now or hereinafter provided on any invoice. No pay if paid or paid when paid clause is applicable to amounts due United Pipe. A late payment charge of 1-1/2% per month (18% per annum), or the maximum rate permitted by law whichever is less, is due on all past due principal amounts. If any amount owing to United Pipe is not paid when due, United Pipe may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past due payments (including principal and interest, legal and collection fees) are paid in full and adequate assurance of Applicant(s)' financial ability is received. The amount of any United Pipe invoice shall be conclusively binding upon Applicant(s) as due unless Applicant(s) object in writing before the invoice date.

Any change in Applicant(s) business structure shall not affect Applicant(s)' obligations under this Agreement unless United Pipe agrees otherwise in writing. This Agreement may not be assigned by Applicant(s), but may be assigned by United Pipe.

In case of any default in relation to this Agreement, Applicant(s) shall pay United Pipe's reasonable attorney fees and costs, even if no action is filed. If an action is filed, Applicant(s) shall pay United Pipe's reasonable attorney fees and cost (whether in the state or federal courts, including but not limited to the bankruptcy courts), for any court annexed arbitration, on any appeal, and on denial of any petition for review. Jurisdiction for any action may, at the sole option of United Pipe, be the courts of the State of Oregon, Washington and Idaho with venue respectively in Washington County, Clark County or Ada County. Applicant(s) consent to such jurisdiction and venue. This agreement shall be governed by and construed in accordance with law of the principal state of delivery of the goods to Applicant(s) without resort to its principles on conflict of laws.

Applicant(s) agree to provide suitable access to all points of delivery. United Pipe shall not be liable for any delivery made beyond dedicated public roads, including without limitation beyond the curb line, and in no event shall United Pipe be liable for any damage to the goods or real or personal property, including without limitation curbs, driveways, or vegetation, for deliveries made beyond public roads. United Pipe's price for the goods includes stand-by and on-site delivery time of not more than 15 minutes. Time in excess thereof shall be paid by the Applicant(s).

To the fullest extent permitted by law, Applicant(s) shall fully and forever defend (with counsel satisfactory to United Pipe), indemnify and hold United Pipe and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the goods or the acts or omissions of the Applicant(s) or Applicant(s) employees or agents.

All orders are subject to acceptance by United Pipe. All prices are subject to change without notice. Applicant(s) shall pay the price prevailing at the time of delivery. All prices are exclusive of sales, use and other taxes, and shipping, insurance, handling and delivery charges, all of which shall be paid by the Applicant(s).

**Miscellaneous:** (a). If any terms of this Agreement are invalid, the invalid language shall be considered deleted from this Agreement and shall not invalidate the remaining language. (b). This Agreement may be executed and transmitted to United Pipe by facsimile machine and the facsimile so transmitted to United Pipe shall be deemed an original and shall be binding upon the Applicant(s) upon its receipt by United Pipe. (c). Regardless of any prior or contemporaneous agreements, this Agreement amends and modifies any and all said prior or contemporaneous agreements and contains the entire agreement between the parties and cannot be changed or terminated orally. (d). For the purposes of this Agreement, "goods" shall mean any and all materials, equipment, labor, services, or other property provided, performed, furnished, sold, rented, leased, or delivered by or through United Pipe or otherwise subject to this Agreement. (e). All goods shall be for use in Applicant(s) business and commercial use only and not for Applicant(s)' consumer, personal or household use. (f). Any provision of this Agreement may be modified by United Pipe upon 30 days prior written notice to Applicant(s). (g). This Agreement may be terminated at any time by United Pipe for any reason at any time.

**Applicant(s) expect 30-day credit requirements from United Pipe to be approximately this amount, but understands that this does not require United Pipe to extend this amount of credit, nor does it limit Applicant(s), Guarantor(s) or any other liability to United Pipe.**      **Guarantor(s) or any** \$ \_\_\_\_\_

Do the Applicant(s) or any of the principals, stockholders, members, officers, partners or owners of the Applicant(s) have any past due debts, unpaid taxes, pending lawsuits or administrative proceedings, or judgments against them or have they ever filed Bankruptcy?

Yes (explain on separate sheet)    No.

### All Principals, Stockholders, Officers, Members, Partners,

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Home Address \_\_\_\_\_ SS No. \_\_\_\_\_

City, State \_\_\_\_\_ Zip \_\_\_\_\_  Own Home       Rent

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Home Address \_\_\_\_\_ SS No. \_\_\_\_\_

City, State \_\_\_\_\_ Zip \_\_\_\_\_  Own Home       Rent

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Home Address \_\_\_\_\_ SS No. \_\_\_\_\_

City, State \_\_\_\_\_ Zip \_\_\_\_\_  Own Home       Rent

\* Attach additional sheet if necessary to complete.

## Trade References

Company Name	Telephone	Fax	Contact
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Applicant(s) Bank(s)

Bank Name _____	Contact _____	Telephone No _____
Account No _____	Address _____	
Bank Name _____	Contact _____	Telephone No _____
Account No _____	Address _____	

**By signing here you agree to ALL THE TERMS OF THIS AGREEMENT** on behalf of Applicant(s)

_____ Signature	_____ Date
_____ Please Print or Type Name and Title	_____ Please Print or Type Name and Title

## GUARANTY

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, and if more than one, each of them, jointly and severally, (hereinafter jointly and severally "Guarantor(s)") unconditionally personally guarantee all obligations of Applicant(s) to United Pipe including but not limited to payment of all amounts, including invoice amounts, late payment charges, attorney fees and costs and any other indebtedness, which may now or at any time in the future may be owing by the Applicant(s), or any successor thereof, to United Pipe. This is an open, unlimited and continuing guaranty ("Guaranty"). It is not limited by Applicant(s)' credit estimate. In case of any default in relation to this Guaranty, Guarantor(s) shall pay United Pipe's reasonable attorney fees and costs, even if no action is filed. If an action is filed, Guarantor(s) shall pay United Pipe's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), for any court annexed arbitration, on any appeal, and on denial of any petition for review. Jurisdiction for any action may, at the sole option of United Pipe, be the courts of the State of Oregon, Washington or Idaho with venue respectively in Washington, Clark or Ada County. Guarantor(s) consent to such jurisdiction and venue. This Guaranty shall be governed by and construed in accordance with of the principal state of delivery of the goods to Applicant(s) without resort to its principles on conflict of laws. The Guarantor(s) agree that any and all credit extended to the Applicant(s) is done so by United Pipe in material reliance on this Guaranty notwithstanding any other rights or remedies United Pipe may have now or at any time in the future relating to the collection of such sum(s) by lien, contract, bond, equity or otherwise. United Pipe may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Applicant(s) authorize the release of information to United Pipe. This Guaranty shall not be affected by any settlement, extension, modification or amendment of the terms of any obligation of Applicant(s) or with any guarantor who is not a party to such settlement, extension, modification or amendment. This Guaranty shall not be affected by the discharge, death, dissolution, liquidation or release of any obligation of Applicant(s) or any guarantor or guarantors. Notice of acceptance of this Guaranty, notice of non-payment, notices of non-performance, notices of amount of indebtedness outstanding at any time and all other rights to notices and actions by United Pipe and any rights to extension, composition or otherwise are hereby fully, unconditionally and irrevocably waived by the Guarantor(s). This Guaranty shall bind as the circumstances may require, not only to the immediate parties hereto, but also their respective heirs, executors, administrators, personal representatives, successors in interest and assigns.

**By signing here you agree to ALL THE TERMS OF THIS GUARANTY PERSONALLY**

_____ Signature	_____ Date
_____ Please Print or Type Name	_____ Please Print or Type Name
_____ Social Security Number	_____ Social Security Number
_____ Home Address	_____ Home Address
_____ City, State, Zip	_____ City, State, Zip

Idaho State Tax Commission  
**SALES TAX RESALE OR EXEMPTION CERTIFICATE**

Seller's Name _____			Buyer's Name _____		
Address _____			Address _____		
City _____	State _____	Zip Code _____	City _____	State _____	Zip Code _____

**1. Buying for Resale.** I will sell, rent or lease the goods I am buying in the regular course of my business.

a. Primary nature of business \_\_\_\_\_ Describe products sold/leased/rented \_\_\_\_\_

b. Check the block that applies:  Idaho registered retailer, seller's permit number \_\_\_\_\_ (required - see instructions)  
 Wholesale only, no retail sales  
 Out-of-state retailer, no Idaho business presence

**2. Producer Exemptions.** I will put the goods purchased to an exempt use in the business indicated below.  
 Check the block that applies and complete the required information.

Logging Exemption  
 Broadcasting Exemption  
 Publishing Free Newspapers  
 Production Exemption - check one:  Farming  Ranching  Manufacturing  Processing  Fabricating  Mining  
 List the products you produce: \_\_\_\_\_

**3. Exempt Buyer.** All purchases are exempt. Check the block that applies.

<input type="checkbox"/> American Indian Tribe	<input type="checkbox"/> Federal Government	<input type="checkbox"/> Idaho Government Entity	<input type="checkbox"/> Senior Citizen Center
<input type="checkbox"/> American Red Cross	<input type="checkbox"/> Forest Protective Association	<input type="checkbox"/> Nonprofit Canal Company	<input type="checkbox"/> State/Federal Credit Union
<input type="checkbox"/> Amtrak	<input type="checkbox"/> Idaho Community Action Agency	<input type="checkbox"/> Nonprofit Hospital	<input type="checkbox"/> Qualifying Health Organization
<input type="checkbox"/> Center for Independent Living	<input type="checkbox"/> Idaho Foodbank Warehouse, Inc.	<input type="checkbox"/> Nonprofit School	<input type="checkbox"/> Volunteer Fire Department
<input type="checkbox"/> Emergency Medical Service Agency			

**4. Contractor Exemptions.** This exemption claim applies to the following invoice, purchase order, or job number.

a. Invoice, purchase order or job number to which this claim applies \_\_\_\_\_

b. City and state where job is located \_\_\_\_\_

c. Project owner name \_\_\_\_\_

d. This exempt project is: (check appropriate box)

In a nontaxing state. (Only materials that become part of the real property qualify.)  
 An agricultural irrigation project.  
 For production equipment owned by a producer who qualifies for the production exemption.

**5. Other Exempt Goods and Buyers** (see instructions).

<input type="checkbox"/> Aircraft used to transport passengers or freight for hire	<input type="checkbox"/> Other goods or entity exempt by law under the following statute _____ (required - see instructions)
<input type="checkbox"/> Aircraft purchased by nonresident for out-of-state use	<input type="checkbox"/> Pollution control equipment required by law
<input type="checkbox"/> American Indian buyer holding Tribal I.D. No. _____. The goods must be delivered within the boundaries of the reservation.	<input type="checkbox"/> Qualifying medical items to be administered/distributed by a licensed practitioner
<input type="checkbox"/> Church buying goods for food bank or to sell meals to members	<input type="checkbox"/> Research and development goods for use at INEEL
<input type="checkbox"/> Food bank or soup kitchen buying food or food service goods	<input type="checkbox"/> Snow making or grooming equipment, or aerial tramway component
<input type="checkbox"/> Heating fuel and other utilities	
<input type="checkbox"/> Livestock sold at a public livestock market	

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Signature _____	Title _____
Buyer's Federal EIN or Driver's License No. and State of Issue _____	Date _____

**Attention Seller:** Each of the exemptions a customer may claim on this form has special rules (see instructions on back). It is your responsibility to learn the rules and charge tax to any customers and on any goods that do not qualify for a claimed exemption and are taxable as a matter of law. You may accept this certificate from the buyer prior to the time of sale, at the time of sale, or at any reasonable time after the sale to document the exemption claim.

- \* This form may be reproduced.
- \* This form is valid only if all information is complete.
- \* The seller must retain this form.
- \* See instructions on back.

Washington State Department of Revenue  
**RESALE CERTIFICATE**

1. Name of Seller **UNITED PIPE SUPPLY INC** \_\_\_\_\_

2. Name of Buyer \_\_\_\_\_

3. Address of Buyer \_\_\_\_\_  
Street City, State Zip

4. Buyer's UBI/Revenue Registration Number \_\_\_\_\_

5. Buyer is in the business of \_\_\_\_\_

6. Types of items purchased for resale \_\_\_\_\_

7. I certify that I am solely responsible for purchasing the items listed on line 6 for resale in the regular course of business without intervening use.

8. I acknowledge that I am solely responsible for purchasing within the categories listed on line 6.

9. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

10. Signature \_\_\_\_\_  
Signature

11. Print name \_\_\_\_\_  
Print name authorized to sign from line 10

12. Date \_\_\_\_\_

**For Internal Use ONLY**

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Customer Type

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SLS #

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Price Class

Monday, October 06, 2003