



# CWalla Building Materials Co.

2800 E. Main Avenue • PO Box 3949 • Spokane, WA 99220-3949

**Main:**  
**Phone:** 509.343.9000  
**Fax:** 509.343.9060  
**Web:** www.CWalla.com

**Credit Department:**  
**Phone:** 509-343-9049  
**Fax:** 509-343-9007  
**E-mail:** Credit@CWalla.com

## ACCOUNT CREDIT APPLICATION

This form must be fully completed prior to the consideration of open account privileges and must be signed by an authorized corporate officer, a partner, or the proprietor. Completion of the application is not a guarantee of open credit account terms. **Include a copy of current financial statement or a copy of most recent federal income tax return.**

<b>CWalla District Sales Manager:</b>	<b>CWalla Branch:</b>
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<b>Legal Business Name:</b>	<b>d/b/a:</b>			<b>Phone:</b>
Mailing Address:	City:	State:	Zip:	Fax:
Billing Address:	City:	State:	Zip:	Fax:
Email:	Website / URL:			

Individual       Partnership       Limited Liability Company       Corporation

Type of Business:	Years in Business:	Amount of Credit Requested: \$
Contractor's License #:	Federal Tax ID #:	State Licensed/Registered In:

**Will your purchases be taxable?** Yes  No  **If no, a copy of your Resale Certificate is required with application** (excludes OR, MT, AK)

Have you or any related entity had an account with CWalla before?  Yes  No If yes, under what name? \_\_\_\_\_

Have you ever filed bankruptcy? Yes  No  If Yes, filed under what name? \_\_\_\_\_ Filing Number? \_\_\_\_\_

**Accounts Payable Contact Information:**

Name:	Title:	Phone:	Email:
Purchase order numbers required? Yes <input type="checkbox"/> No <input type="checkbox"/>		Fax:	

**As applicable, list name(s) and title(s) of Corporate Officers, Partners, or Owners. Equal LLC & partnership members must 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:
Email Address:	Contact Name:	Account #:
Name:	Phone:	Fax:
Email Address:	Contact Name:	Account #:
Name:	Phone:	Fax:
Email Address:	Contact Name:	Account #:
Name:	Phone:	Fax:
Email Address:	Contact Name:	Account #:

**BANK REFERENCE**

Bank Name:	Phone:	Fax:
Address:	City:	State: Zip:
Account #(s):	Contact Name:	

**CREDIT RELEASE AUTHORIZATION:** THIS APPLICATION IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT. CWALLA WILL RELY ON THIS INFORMATION AND ITS VERIFICATION TO EXTEND CREDIT TO THE APPLICANT. FURTHER, APPLICANT AUTHORIZES CWALLA 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.

<b>Printed Name:</b>	<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>

**TERMS OF SALE AND CREDIT AGREEMENT**

All parties hereby agree that all purchases made are subject to the following terms and conditions, and any terms and conditions stated on any warranty or invoices. For purposes of this agreement, the applicant will be referred to as "customer."

1. Customer agrees that payment for all sales of goods and services will be according to the terms stated on **CWallA**'s invoice for said sale and/or the attached Terms & Conditions of Sale, and customer agrees to be bound by all the terms and conditions contained thereon/therein. No terms or conditions of a purchase order or similar document submitted to **CWallA** by the customer shall supersede those terms defined on **CWallA**'s invoice and/or Terms & Conditions of Sale unless agreed to in writing by an authorized agent of **CWallA**.
2. Should customer default in any payment(s), **CWallA** shall have the right, without notice to customer, to declare all invoice amounts due and payable, and may, at its option, suspend customer's account, place account on a cash basis, and terminate unfilled orders or discontinue deliveries until all past due payments are made and adequate assurance of customer's financial ability to perform all of its obligations to **CWallA** is received. Credit and terms are granted at the sole discretion of **CWallA** and may be changed at any time without notice.
3. Customer agrees to pay to **CWallA**, upon demand, all costs and expenses, including, without limitation, all attorneys' fees and court costs incurred by **CWallA** in connection with the enforcement or collection of customer'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.
4. This agreement shall be governed by the internal laws of the State of Washington. Venue for any action or suit brought against customer by **CWallA** may be brought in any court located in Spokane County or where the customer resides, at the option of **CWallA**.
5. Customer warrants that all of the information contained in this application is true, correct and complete to the best of their knowledge and belief, and that the undersigned is an authorized representative of the customer with the authority to enter into contractual agreements.

<b>Printed Name:</b>	<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
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**GUARANTY**

In consideration for **CWallA** extending credit to customer / applicant, and as a condition precedent to the approval and acceptance of customer's/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 **CWallA**, its successors, or its assigns.

This guaranty is absolute, unconditional, continuing, direct, and an immediate guaranty of payment, not just of collection. It is not conditioned upon or limited by or in any other way affected by (a) any attempt by **CWallA** to pursue its rights against customer/applicant; (b) any attempt by **CWallA** to pursue its rights against any of customer's/applicant's real or personal property; (c) any action taken or not taken by **CWallA**; (d) the invalidity or unenforceability of any provision of the Terms of Sale and Credit Agreement; or (e) any defense asserted or claimed by customer/applicant with respect to customer's/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 the guarantor under this guaranty shall not be subject to any counterclaim, set off, reduction, or defense based upon any claim that the guarantor may have against customer/applicant or **CWallA**.

The guarantor will pay the attorneys' fees and costs, 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 **CWallA** 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 attorneys' fees or costs of **CWallA** or any of its affiliates incurred in connection with any bankruptcy case or proceeding of the 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, or by taking or releasing any collateral of the customer/applicant.

The inurrence of any one or more of the following events shall constitute an "Event of Default" under this guaranty: (a) the failure of the guarantor to pay any of the guarantor's obligations; (b) the failure of the guarantor or customer/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 **CWallA** that a material adverse change has occurred in the financial condition of customer/applicant or guarantor; (e) the determination in good faith by **CWallA** that any security for customer's/applicant's obligations is inadequate; (f) the determination in good faith by **CWallA** 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.

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

**CWallA** shall not be required to exhaust any remedy against the customer/applicant prior to proceeding against the guarantor. The 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.

**CWallA** and customer/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 **CWallA** and customer/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. **CWallA** 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, the guarantor has duly executed this guaranty as of the date set forth next to the guarantor's signature.

<b>Owner / Officer Printed Name:</b>	<b>Owner / Officer Signature:</b>	<b>Date:</b>
<b>Owner / Officer Printed Name:</b>	<b>Owner / Officer Signature:</b>	<b>Date:</b>



PREFERRED DISTRIBUTOR OF  
**SCAFCO**  
AND OTHER QUALITY PRODUCTS

# TERMS AND CONDITIONS OF SALE

## HAWAII – OAHU ISLAND

### I. TERMS AND CONDITIONS

These Terms and Conditions govern the sale of products by CWallA. Whoever signs for the order on behalf of the customer represents and warrants to CWallA he/she is authorized to do so and that these terms are binding to the customer. These Terms and Conditions, and any Terms and Conditions specified on quotes, order confirmations and/or invoices, as well as the credit agreement between CWallA and the customer, if applicable, represent the final and complete agreement of CWallA and the customer as to the sale and purchase of products and no other terms or conditions adding to or modifying the same shall be binding upon CWallA unless agreed to in writing by an authorized representative of CWallA.

#### Production Charges:

- \$75.00 Set-up charge will apply for orders less than 1,000 LF of non-standard profiles or lengths.
- Setup charges will not apply for any profile order where lengths combined exceed 1,000 LF; combined profiles must be identical with exception to lengths. Separate production charges outlined below may still apply.
- Orders under 200 LF of non-standard studs will be manufactured unpunched.
- \$0.50 per piece short length charge for orders with pieces between 30" and 6' in length.
- \$1.25 per piece charge for orders with any material less than 30" in length.
- Material less than 6" in length will be manufactured by press brake and charged accordingly.
- Press brake profiles and custom shapes are available up to a maximum of 24-foot lengths. Some restrictions apply based on ability to manufacture specific custom profiles. Any material manufactured on the press brake will be charged accordingly. Any material less than 30" in length will be considered a clip profile and charged accordingly.
- Cut charges: \$2.00 charge per single cut or hole will apply per piece for any hand cutting or drilling of material.
- Specialty tooling is available for custom parts. SCAFCO will invoice customer for costs to manufacture tooling. Tooling will remain the property of SCAFCO Steel Stud Co. All tooling is subject to maintenance, repair and replacement costs, to be invoiced as required.
- Production charges for mock up orders may be waived for the initial mock up order upon approval. CWallA reserves the right to charge production charges where CWallA deems the mock up order(s) excessive.

### II. PAYMENT TERMS

- Cash at time of shipment (unless credit terms have been pre-approved by CWallA).
- For approved credit accounts: Net 30 days from date of invoice.
  - Any credit card payment made on CWallA Credit account is subject to a 3% service fee billed on customer invoice.
- Late payments are subject to late payment charges of 2% per month on the unpaid balance and will be subject to a minimum charge of \$1.00.
- All prices are based on product ship date, **not** order date.

### III. RETURN POLICY

CWallA will accept returns for refund or exchange within 30 days of purchase on stock product only. Returned material is subject to a 25% restocking fee. All merchandise will need to be accompanied by the original packaging, sales receipt or proper identification. CWallA shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of CWallA.

Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to CWallA within 3 calendar days of delivery.

No allowances will be made for labor, repairs, or alterations performed by the Buyer without the Seller's written consent.

#### A. **SCAFCO Steel Products**

Custom brake shapes and radius products are non-returnable – no credit for overages in length for radius products. Material cut or altered by customer is non-returnable. Custom length accessory

items and track are non-returnable. CWallA/SCAFCO reserves the right to refuse returns based on quantity. Non-standard steel products and non-standard lengths are non-returnable.

Return of standard steel product is subject to CWallA's prior written approval and subject to a restocking charge equal to 25% of the net order value or \$25, whichever is greater. Returns of products with a value less than \$25 (after applying the restocking charge) will not be credited.

#### **Non-Steel Products**

- Joint treatment and perishable items are not returnable. Lumber products are not returnable. Returns will not be accepted on opened cartons of ceiling products. Insulation must be free of damage and in original, unopened packaging. Gypsum board must be in good condition, with tabs intact and no damage to corners or edges.

### IV. CUSTOM HANDLING CHARGES

- Custom packaging, bundling, material sorting, handling or additional labor: \$60 per man-hour (1 hour minimum) or quoted per project.
- Special packaging for handling & shipment of custom length flat stock (other than 10' or 100' rolls) or other product as required: To be determined at time of order; Minimum \$200 charge

### V. OUTER ISLAND SHIPPING TERMS (DESTINATIONS OTHER THAN OAHU)

- Unless otherwise quoted, all standard prices are FOB Branch/Oahu.
- Customer is responsible for interisland shipping, or will be invoiced for interisland shipment charges.
- All quotes are based on full rack shipments. Any terms not met per quoted projects, or less than full rack shipments are subject to additional freight charges to be determined at time of order.
- Unless stated otherwise, any quoted freight for outer island shipments is dock to dock only.

### VI. STOCKING/DELIVERY CHARGES FROM DELIVERING CWALLA BRANCH LOCATION

Please contact your delivering branch for prices and terms. **CWallA will not provide stocking or delivery services of any drywall board, joint treatment, corner beads or related products.**

- Material stocking, if requested by Customer, will be quoted per project.
- Services do not include prevailing wage rates or requirements unless agreed to in writing.
- Delivery fee's for mock up orders may be waived for initial mock up order upon approval. CWallA reserves the right to charge delivery fees where CWallA deems mock up order(s) excessive. Any stocking required of a mock up order is subject to standard charges.

### VII. TAXES

Prices do not include federal, state and/or local sales, use, excise or other applicable taxes. Customer is responsible for requesting CWallA to collect any taxes.

### VIII. ORDER CANCELLATION

Cancelled orders for non-standard products or lengths are, at CWallA's sole discretion, subject to a cancellation fee of 100% of the net order value. Refer to the CWallA price list to determine standard products and lengths.

### IX. ORDER DELAYS AND STORAGE

Standard Stock material not collected within 30 days of order date will be restocked and charged a 15% loss of opportunity fee. Non-stock product ordered and not collected within 30 days of order date will be invoiced at prices in effect at 30 day mark. Material that exceeds 30 days and has been invoiced may be subject to a storage fee; terms provided under CWallA's Storage Agreement Contract.

### X. LATE SHIPMENTS; FORCE MAJEURE

CWallA accepts no liability for: (i) failure to deliver within the acknowledged shipment date; or (ii) defaults or delays resulting from any acts or circumstances beyond its reasonable control.



PREFERRED DISTRIBUTOR OF  
  
AND OTHER QUALITY PRODUCTS

# CWalla

## O'ahu Hawaii

### Delivery Terms and Conditions

### Safety and Job Site Access:

#### **We will not operate lift equipment within 20 feet of power lines or suspected power lines**

CWalla is committed to safety. All access points MUST be adequate in size, integrity and dimension to safely pass through with our personnel, product and stocking equipment. Alternative access such as elevators, THIRD PARTY CRANES or other material moving equipment and/or support personnel such as flaggers, extra labor (etc.) will incur an additional charge and should be discussed well in advance of a delivery commitment. All delivery and stocking is based on reasonable access and normal business hours; after hours requirements will be quoted per project/delivery. CWalla personnel are allowed to use only CWalla supplied equipment on any job site. Please notify CWalla if there are any questions regarding these restrictions. Inner city/downtown deliveries may require special parking and/or access permits which require a minimum of 5 to 7 business days to process - all charges will be considered pass through on your invoice. Over-length permit requirements will be considered pass through on your invoice; any over-length material that must be shipped direct will incur charges based on standard freight charges in effect at time of shipment. **CWalla will not provide stocking or delivery services for any Gypsum board product, joint treatments, corner beads, or related products. These products will be available on a will-call basis.**

**JOB SITE ORIENTATION, DRUG TESTING and BACKGROUND CHECKS:** Prior notification with reasonable time to acquire ALL AND EVERY requested document is required. It is advised to inform CWalla of these requirements during the initial reference to your project. If delivery personnel are required to attend or participate in any safety or job site related training or drug testing there will be a charge of \$55.00 per hour per person involved. You will be required to cover all associated costs of such testing. Additionally, if your job requires background checks of our employees this issue must be discussed well in advance and be approved by our Human Resources Department. Unless agreed to in writing by an authorized representative of CWalla, services do not include prevailing wage rates or requirements.

**DELIVERY CHARGES:** There will be a \$75.00 delivery charge added to local deliveries which total **less than \$2,000.00** in material. Local deliveries are considered to be within 30 driven miles of the CWalla branch. There will be a \$150.00 delivery charge for deliveries up to 50 driven miles from the CWalla branch which total **less than \$3,000.00 in material**. Deliveries beyond 50 miles will be charged \$150.00 plus \$4.00 per driven mile beyond 50 miles. Prices reflect each truck required for the delivery – multiple vehicle requirements will be charged per vehicle.

**STAIR AND ELEVATOR CHARGES:** Any stair stocking of steel framing material, or elevator stocking where hand packing or stand up must occur, will incur a minimum \$55.00 per man per hour charges. CWalla reserves the right to refuse any stocking condition where safety may be an issue. The elevator car must be protected inside and out and ready to use upon our arrival. It is CWalla's intention to utilize our investment in our boom-crane handling equipment for multi-floor stocks.

**RETURNED LOAD CHARGES:** If our loaded truck(s) has (have) been dispatched to your job site and is ordered to be delayed, stopped or returned to our yard we will charge a minimum of \$375.00 per truck per occurrence. If our equipment has traveled outside the local delivery area, \$5.00 per mile additional will be charged. This charge will also apply for any job site that is considered unsafe or not ready to stock upon our arrival at the job site. **CWalla reserves the right to declare a job site unsafe or not conducive to stock – RETURN LOAD CHARGES may apply in these situations.**

**DELIVERY TIME EXPECTATIONS:** CWalla reserves the right for delayed delivery due to Force Majeure circumstances such as unexpected traffic, weather/road conditions, road work or obstructions, traffic accidents or other Force Majeure circumstances outside of CWalla's control. In most circumstances, CWalla will provide reasonable communication of these issues, or reasonable communication for delivery delays that may arise.

**TERMS AND CONDITIONS OF DELIVERY NOT COVERED BY WRITTEN QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

(February 28<sup>th</sup> 2020)