



## AGREEMENT

In consideration of Seller, Shamrock Building Materials, Inc., selling goods and/or services to the Buyer executing this application and agreement, Buyer (and Guarantor, as applicable; Buyer and Guarantor are hereinafter referred to collectively as "Buyer") agrees to the following terms and conditions regarding all purchases made hereunder:

1. All purchases shall be paid according to terms indicated on invoice. If the terms indicate a cash discount is allowed, the discount will be honored on prompt payment only. No discount will be allowed on invoices considered past due. All sales subject to timely availability of product from manufacturer. Buyer waives any dispute of any invoiced amount if such dispute is not presented to Seller within ten (10) days of receipt of said invoice by Buyer.
2. In the event that full payment of an invoice is not received by the due date indicated thereon, Buyer agrees to pay a late payment fee on the Past Due Amounts at the rate of one and one-half percent (1½ %) per month, or the maximum permitted by law, whichever is less.
3. Buyer agrees to pay Seller's reasonable attorney's fees, expenses, and court costs, including fees, expenses, and costs in bankruptcy or on appeal, if Buyer's account is referred for collection and enforcement to an attorney. Buyer consents to personal jurisdiction in Oregon and venue in Washington County. Buyer agrees that Seller may increase or reduce the amounts of credit it is willing to extend without prior notice to Buyer. This agreement may not be modified except in writing signed by both parties.
4. The undersigned acknowledges that a facsimile or e-mail signature shall be as binding as an original signature.
5. Seller's liability in any claim, demand, or action arising out of this Agreement, or related to the products financed hereunder, shall be limited to the benefit received by Seller attributable to such financing.
6. Buyer warrants and represents that the information contained in this Agreement, including the Credit Application, which is a part of this Agreement, and any other information provided by Buyer which Seller has relied upon in order to extend credit under this Agreement, is true, correct, and not misleading, and agrees that any credit extended by Seller to Buyer will be pursuant to this Agreement.
7. Buyer authorizes Seller and its agents to obtain credit information of any kind concerning Buyer from anyone. Buyer authorizes all of its creditors to provide information of any kind to Seller about Buyer. Buyer authorizes Seller to provide credit information about Buyer to any of Buyer's creditors or potential creditors.
8. All payments received by Seller on Buyer's account shall first be applied to accrued interest, and then to other costs, and then to principal.

*If Buyer is an Entity*

Buyer's Legal Name: \_\_\_\_\_

Authorized Signor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Personal Guarantor (or Buyer, if Buyer is a Sole Proprietor)*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Date: \_\_\_\_\_

# Shamrock Building Materials, Inc



dba Shamrock Trading      dba Shamrock - International  
dba Shamrock Steel      dba Shamrock Steel II  
dba Shamrock Trading & Distribution



P.O. Box 23208 (97402)  
Eugene, Oregon 97401

PLEASE FAX TO:  
775-370-7049  
No Cover Sheet Needed

(541) 284-4455  
(877) 426-2341 EXT 311

## Banking Account Verification

I Hereby Authorize \_\_\_\_\_  
Name of Banking Facility

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

To release all Pertinent Information on our account  
number \_\_\_\_\_ To Shamrock  
Building Materials Inc., in order to establish a credit  
account with them.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print or Type Above

\_\_\_\_\_  
Company Name

## UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NI	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REMIT ALL PAYMENTS TO:**

**SHAMROCK BUILDING MATERIALS, INC  
PO BOX 3675  
PORTLAND, OR 97208**

**\*\* PLEASE INCLUDE OUR INVOICE NUMBER TO REFERENCE**

**Additional Information:**

**A/P CONTACT 541-284-4457 - Jessica**

**A/R CONTACT 541-284-4455 - Vicky**

**CREDIT FAX (for credit references)**

**775-370-7049**