

MASTER ACCOUNT APPLICATION & AGREEMENT

ISA Corporation  
3787 Fairview Industrial Dr. SE  
P.O. Box 4370  
Salem, OR 97302

**NOTE: ISA Corporation may contact any banks and trade references and make all other credit inquiries it deems necessary and applicant authorizes the release of that information to ISA Corporation. Applicant understands that ISA Corporation is not required to sell product to Applicant on credit until ISA Corporation accepts Applicant's application.**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Mailing Address (if different from street address):  
\_\_\_\_\_

Applicant is: \_\_\_ Corporation \_\_\_ LLC \_\_\_ Partnership \_\_\_ Individual

List the following information for any Individual Applicant and for all Shareholders, Members, or Partners if Applicant is a corporation, LLC, or partnership (attach additional pages if necessary) :

Full Name (including m.i.)	Title	SSN	Home Address	Ph. No.

Does the Applicant or any of its shareholders, members, or partners have any past due debts, unpaid taxes, pending lawsuits or administrative proceedings, or unsatisfied adverse judgments? Yes\_\_\_; No\_\_\_. Has the Applicant or any of its shareholders, members, or partners filed bankruptcy within the last five years? Yes\_\_\_:No\_\_\_. If "Yes" to either of those questions, please provide an explanation on an attached sheet.

Has the Applicant or any of its shareholders, members, or partners done business with ISA Corporation in the past ten years? Yes\_\_\_; No\_\_\_. If "Yes," please list the account names on an attached sheet.

Please list the following information for any banks where Applicant maintains accounts:

Bank Name	Branch Location and Address	Acct #	Phone No.

Please the following information for at least three trade references:

Name	Nature of Relationship	Address	Phone No.

If ISA Corporation accepts Applicant's Account Application as signified by its written acceptance set forth below, Applicant and ISA Corporation agree that the following terms and conditions shall apply to every transaction between the parties unless they are expressly inconsistent with the specifically negotiated terms of a particular transaction:

1. Payment: Applicant agrees to pay ISA Corporation in full for all purchased items within 15 days of date of invoice unless other terms are given to applicant in writing. Applicant further agrees that interest at the rate of 18% per annum will accrue on all overdue sums.
2. Time of the Essence: Applicant agrees that time is of the essence under this agreement and that ISA Corporation is relying on Applicant's promise of timely payment. Nonetheless, ISA Corporation will not be deemed to have waived its right to timely performance by accepting late payments.
3. Assignment: Applicant cannot assign its rights under this agreement to a third party or to any newly structured entity without the express written consent of ISA Corporation, which will not be unreasonably withheld.
4. Governing Law: This agreement shall be governed and construed under the law of the State of Oregon.
5. Exclusive Jurisdiction and Venue for Disputes: Applicant agrees that the exclusive jurisdiction and venue for any legal proceedings between it and ISA Corporation is the Circuit Court for Marion County, State of Oregon. No legal action will be filed, heard, or tried in any other jurisdiction or venue.
6. Collection Costs Including Attorney Fees: In the event that ISA Corporation is required to take action to collect overdue amounts, Applicant agrees to reimburse ISA for all costs related thereto, including without limitation, all legal expenses regardless of whether a lawsuit is filed. In the event that ISA Corporation is required to initiate formal proceedings to collect overdue amounts, Applicant agrees to reimburse ISA Corporation for all costs related thereto, including without limitation, all legal expenses incurred in any forum (mediation, arbitration, trial, appeal, or bankruptcy court) and incurred in enforcing any judgment or award.
7. Credit in Discretion of ISA: ISA Corporation reserves complete discretion over the amount of credit it will extend to Applicant on each transaction. Depending on the size of any order or the perceived credit status of Applicant, ISA Corporation may sell to Applicant only on a C.O.D. or cash basis. Moreover, ISA Corporation reserves complete discretion to terminate this agreement and to discontinue doing business with Applicant.

The signer for Applicant personally warrants that: (1) he or she has authority to bind the Applicant; (2) all the information set forth above is complete, accurate, and true; and (3) that Applicant agrees to the terms set forth above.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_

by: \_\_\_\_\_

Position with Applicant: \_\_\_\_\_

Applicant's application is hereby:

\_\_\_ Approved.

\_\_\_ Approved, subject to personal guaranty from shareholder(s), member(s), or partner(s).

\_\_\_ Denied.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_

ISA Corporation

by: \_\_\_\_\_

its: \_\_\_\_\_