

1075 Int'l Way
Springfield, OR 97477
PO Box 71550
Eugene, OR 97401

63120 Nels Anderson Rd
Bend, OR 97701
541 389-3850

1150 Hawthorne Ave SE.
PO Box 7355
Salem, OR 97303
503 581-1446

1720 Fescue St SE
PO Box 687
Albany, OR 97230
541 928-3324

13101 NE Whitaker Way
Portland, OR 97230
503 255-1684



CREDIT APPLICATION
Brattain International Trucks, Inc .
61 NE Columbia Blvd
PO Box 11287
Portland, OR 97211
(Please Fax Back to: 503 978-3909)



Type of Business: _____
Trucks in Operation: _____

Date Business Started: _____
PO Required: YES _____ NO _____

(Above information is required)

PROPRIETORSHIP PARTNERSHIP CORPORATION
(CIRCLE ONE)

Business/Corp Name: _____ Shipping address: _____

Billing address: _____ City, State, Zip: _____

City, State, Zip: _____ Email: _____

Social Security/Taxpayer ID: _____ Business Fax: _____

Business Phone: _____ Cell Phone: _____

OWNER/OFFICERS

Owner/Officer: _____ Title: _____

Owner/Officer: _____ Title: _____

Owner/Officer: _____ Title: _____

BANK ACCOUNT

Bank Name: _____ Account Number: _____

Phone Number: _____ Fax Number: _____

CREDIT REFERENCES

Name: _____ Name: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Name: _____ Name: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

IMPORTANT: READ THE CONDITIONS OF SALE BELOW BEFORE SIGNING:

The undersigned agrees that all charges are net and are due and payable in full by the 10th of the following month. Any debt not paid within the above terms will be subject to a finance charge from due date at 1 1/2 % per month of the maximum amount allowed by law that is less. The undersigned promises to pay all costs of collecting over-due amounts, including attorney fees, whether or not suit is filed. In addition, if suit is filed, the undersigned promises to pay all costs and expenses in prosecuting the action, including reasonable attorneys' fees at trial and on appeal. The undersigned agrees that venue shall be in Multnomah County, Oregon.

The undersigned authorizes Brattain International Trucks Inc. (Brattain) to verify the above credit information and to take reasonable action to verify the responsibility of the above-names applicant in accordance with acceptable credit practices and hereby authorizes the release of such information as is necessary to establish credit.

In signing the application for credit, the undersigned agrees that **ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INVOICES, PURCHASE ORDER AND WORK ORDER ISSUED BY BRATTAIN THEREFOR. IN ADDITION IN ANY EVENT, ALL-SALES, WHETHER OR NOT ON CREDIT, ARE PURSUANT TO THE TERMS SET FORTH BELOW.**

LIMITATION OF LIABILITY AND DISCLAIMER OF ALL WARRANTIES. As to all parts, supplies, vehicles and equipment ("goods") or services sold or provided by Brattain, **THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION FACE HEREOF. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** unless there is an express warranty signed by an officer of Brattain. While goods sold or provided by Brattain may be subject to a Manufacturers warranty, Brattain shall not be bound by such except as otherwise provided herein.

In any case where there is an express warranty by Brattain of the goods or services sold or any part thereof, Brattain's liability shall be limited as set forth in said express warranty. In any event, **BRATTAIN'S MAXIMUM LIABILITY SHALL BE LIMITED TO EITHER** (1) repair or replacement, including labor, of any goods or services which Brattain's examination discloses to its satisfaction to have been defective in material or workmanship under normal use, maintenance and service; or (2) repayment to the purchaser of any sums paid therefore. In the event of repayment Brattain shall be entitled to deduct from the repayment these reasonable rental values of said items for the time purchaser used it. Brattain shall have the sole option to determine which remedy shall apply, and that remedy shall be purchaser's sole and exclusive remedy.

Brattain shall not be liable for injuries to persons or property, whether arising in contract, tort or otherwise except to the extents such limitations of liability are prohibited by law. Regardless on any negligence or the other fault on the part of Brattain. **IN NO EVENT SHALL BRATTAIN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES,** or any other loss damage. In the event Brattain and purchaser do not agree as Brattain's liability and the intervention of a court is necessary to determine the rights and obligations of the parties, purchaser's remedies and Brattain liability shall be limited as set forth above. All claims against Brattain must be made in writing within 30 days of receipt of goods or services.

Purchaser agrees to protect an save Brattain harmless from any and all claims of third persons for property damages or personal injury, including death arising out of the use and operation of the goods or services sold, regardless of nature or cause, so long as Brattain's negligence is not the sole and exclusive cause of said damage or injury. All shop charges are based on the time expended plus the goods used. The actual cost to the purchaser cannot be determined until the services are completed; any representation by Brattain as to be cost of shop work is merely an estimate. The actual price may be higher. The undersigned agrees that Brattain shall be entitles to storage charges of twenty dollars per day commencing twenty-four hours after completion of repair or services to vehicles or equipment.

Brattain reserves the right to modify the terms and conditions set forth herein upon written notice. In the event a court of competent jurisdiction deems any of the foregoing provisions invalid or otherwise unenforceable, that provision shall be deemed deleted, with all other provisions remaining in full force and effect.

WE DO NOT ACCEPT ALTERED CREDIT APPLICATIONS

I have read the above, and accept the terms and conditions set forth therein:

Printed Name _____

Signature _____ **Date** _____ **Title** _____

FOR OFFICE USE ONLY

Credit Approved _____ Credit Limit _____

Authorized by _____ Date _____