



Bird Buffer® LLC
 1420 80th St. SW #D, Everett, WA 98203
 (425) 697-4274 · (866) 557-4274 · (425) 776-5129 fax

APPLICATION FOR CREDIT

In order to establish you for credit and accepting PO's, we need at least 4 supplier references. Be sure to include fax and telephone numbers for each trade reference and bank. If you have a credit reference sheet prepared, please sign the bottom of our application and fax both pages with your sheet.

FULL LEGAL NAME OF COMPANY _____

OTHER NAMES UNDER WHICH COMPANY DOES BUSINESS _____

IS COMPANY A LIMITED LIABILITY CORPORATION? (L.L.C.) YES NO

TYPE OF BUSINESS _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

WEBSITE _____ E-MAIL _____

VISA/MC/AMEX/DISC # (IF CHARGING) _____ EXP _____

WEBSITE _____ E-MAIL _____

OWNERS OR OFFICERS	TITLE	ADDRESS	CITY	STATE	ZIP	PHONE

BANK REFERENCE _____ ACCT# _____

PHONE _____

SUPPLIER REFERENCES (Give only names of those whom you have credit terms with. Please include fax numbers)		
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:

The above information is true and correct and is submitted for the purpose of securing credit. In consideration for extending credit, applicant agrees that payment will be made with BIRD BUFFER® LLC. invoice terms according to the jurisdiction of the state of Washington. In the event that suit is filed to collect any money due, applicant agrees to pay attorney's fees in an amount the court may deem reasonable. Applicant agrees to pay a late payment charge of 1½% per month (Late charge of \$35.00 if over 45 days) on any past due account.

DATE _____ SIGNATURE _____ PRINTED NAME _____ TITLE _____
If incorporated, an officer of the corporation must sign. (President, Vice President, Secretary, Treasurer only) If a sole proprietorship, the owner must sign. If a partnership, all partners must sign.

Bird Buffer® LLC AGREEMENT FOR CREDIT

Purchase of goods

Bird Buffer® LLC. will ship to the customer/company at Bird Buffer® LLC. established prices all goods ordered by customer/company subject to availability. BIRD BUFFER® LLC. is not obligated to ship goods at the price thereof when amount customer is indebted to BIRD BUFFER® LLC., exceeds customers credit or their account is otherwise in default hereunder. All orders will be filled by BIRD BUFFER® LLC. in a timely manner, however, BIRD BUFFER® LLC. cannot be held responsible for any damage or delays in shipping or mailing beyond BIRD BUFFER® LLC.'s control, i.e. common carrier re-routing, strike, weather, fire, flood, act of God or any other cause of raw material or finished product shipping delay. The customer pays shipping on all orders and as such, may choose and determine a different carrier or freight company for each shipment. If the customer desires a rush of a particular order, or the order is placed after 2:00 p.m., p.s.t., and requires same day shipping, an additional \$10.00 rush order charge will be added to the total order. All orders are shipped FOB Lynnwood, WA.

Prices

The purchase price of the goods is set forth on BIRD BUFFER® LLC.'s price list (a copy of which shall be provided from time to time and upon request). Prices are subject to change at any time without prior notice. Certain discounts may apply during specials, price reductions or by agreement. This does not waive the rights of BIRD BUFFER® LLC. to obtain full price for products purchased if products are not paid within the terms set forth.

Payment

Customer agrees to pay BIRD BUFFER® LLC. for all goods as follows: When terms are "Due on Receipt" of invoice, a late payment charge of 1.5% per month for any outstanding balance will be imposed on all amounts not paid prior to 45 days of invoice date and customer agrees to pay such late charges immediately upon demand.

Title: Security Interest

BIRD BUFFER® LLC. shall retain title to all goods until BIRD BUFFER® LLC. receives payment in full. Customer hereby grants BIRD BUFFER® LLC. a security interest in all goods shipped and the proceeds thereof until customer pays for such goods in full. Where payment for goods is by check, BIRD BUFFER® LLC. shall retain a security interest in the goods until all funds are collected. Customer shall execute within ten days of demand by BIRD BUFFER® LLC. all documents required for BIRD BUFFER® LLC. to perfect its security interest in said goods that have not been paid for. In the event of any breach of any part of this agreement, or in the event of default on the part of the customer, BIRD BUFFER® LLC. shall have the right to terminate shipments and shall be entitled to damages and injunction relief prohibiting any further violation of the agreement. Customer must indemnify, defend and hold BIRD BUFFER® LLC. and its affiliates harmless against each and any claims, costs and liabilities resulting from or rising out of customers breach or violation of this agreement, including the repayment of reasonable attorney fees incurred by BIRD BUFFER® LLC. in defending against such claims or enforcing the provisions of this agreement.

Force Majeure

BIRD BUFFER® LLC. shall not be responsible for any damage or loss caused by failure to make deliveries due to labor shortages, strikes, unavailability of goods and any other condition beyond BIRD BUFFER® LLC.'s control. In no event shall BIRD BUFFER® LLC. be liable for any incidental, consequential, exemplary, or punitive damages arising out of BIRD BUFFER® LLC.'s failure to deliver goods for any reason whatsoever.

Miscellaneous

This agreement is governed by the laws of the State of Washington without regard to conflict or laws. All notices required hereunder shall be given in writing, sent by mail to the respective addresses and shall be effective when mailed. This agreement may not be modified except in writing and constitutes the entire agreement of the parties. This agreement supercedes and makes null and void any and all prior agreements made between BIRD BUFFER® LLC. and customer. This agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors, heirs and assigns. All written notices required by this agreement will be given to the customer and deemed received if delivered to the customer's most current address on file with BIRD BUFFER® LLC. BIRD BUFFER® LLC. may change this agreement or any of its terms on ten days written notice to customer.

Agreed to _____ By _____
Date Name

Company Title (Must be owner or corp. officer)