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- 8309 SW Cirrus DR Suite 18H • Beaverton, OR 97008 • (971) 223-0670 Fax (971) 223-0675

## SALES AGREEMENT

1. This agreement is being entered into by \_\_\_\_\_ (company) herein known as "Buyer", and Radar, Incorporated herein know as "Seller". Buyer makes application to Seller for credit and/or to obtain further credit with Seller. Buyer further agrees to the sales terms set forth herein. Buyer certifies that the information in my New Account Application is true and correct to the best of Buyer's knowledge and further agrees that a facsimile shall be as binding as an original signature. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein.
2. Unless otherwise specified on the face of the Seller's invoice, all goods and services are sold F.O.B. Origin. Delivery of goods to the carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. Any delivery of goods and services by Seller may be subject to a delivery charge.
3. Buyer agrees to supplement the information stated hereon upon request, and gives permission to Seller and/or it's agents to verify and/or supplement the information stated hereon. Buyer acknowledges that Seller may use third parties for credit services and for information to make any credit decisions.
4. If credit is granted, Buyer promises to pay all bills within terms stated on Seller's invoice and agrees to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event, at the highest rate allowed by law.
5. Buyer agrees that invoices and monthly statements are accurate in all respects and waive any right to later object to the amounts stated therein, unless Buyer notifies Seller in writing within 10 days of receipt of new charges on the invoice or statement. Payments received toward the account may be applied to the unpaid balance, as Seller deems appropriate.
6. Buyer agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred by Seller in connection with collection of any amounts owed to Seller, including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that Buyer may raise in any collection action initiated or pursued by Seller which must be resolved prior to collection by Seller of any amounts owed or enforcement of any terms of this agreement and/or a related guarantee. Seller may pay someone else to help enforce this credit agreement, and Buyer shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
7. Venue and jurisdiction of any suit or legal action may be had in Seattle, King County, Washington at the sole option of Seller. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.
8. Buyer agrees to notify Seller, in writing, prior to any change of ownership and shall be liable for purchases of any buyer of the business should said notification not be given, notwithstanding any liability of the purchaser.
9. Buyer agrees that claims for shortages and/or notice of non-conforming goods must be made within 5 business days of delivery. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
10. Seller warrants the goods sold are as described in Seller's invoice(s). Goods not manufactured by Seller are not warranted by Seller and carry only the warranties) of the manufacturer. SELLER DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS AND IMPLIED) CONCERNING OR RELATING TO ANY AND ALL GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Buyer agrees that Seller's liability with respect to this contract, any warranty, or the manufacture, delivery, installation, repair, or use of any goods under this contract shall not exceed the stated selling price of the goods upon which any such liability is based. Buyer agrees that Seller shall not be liable for any incidental or consequential damages. Buyer agree that the remedies set forth herein are exclusive, and Buyer can bring no action more than one year after accrual of the cause of action therefore.
12. Buyer agrees that any goods accepted for return are subject to Seller's restocking charge.
13. Seller reserves the right to revoke any credit extended to Buyer if Buyer fails to pay for any shipments when due. If in Seller's opinion there is a material adverse change in Buyer's financial condition, Seller shall have the right to suspend further shipments until receipt of adequate assurance of Buyer's ability to pay therefore. Buyer's refusal to furnish such assurance within a reasonable time or failure of Buyer to perform obligations under this or any other existing contract with Seller shall entitle Seller without notice to cancel this contract or so much of it as may remain unexecuted, all without prejudice to any claim for damage or any other remedy Seller may be entitled to make.
14. Seller shall not be liable for any delay in manufacture or delivery due to causes beyond reasonable control of Seller. If the performance of the contract by Seller is made more burdensome by reason of any such cause of delay, Seller may request an increase in the price of goods sold hereunder to compensate for such extra burden and may cancel this contract without penalty upon Buyer's failure to agree to such price increases. If the delay shall continue for ninety (90) days, then either party may, by written notice to the other, cancel this contract except as to goods specifically acquired by Seller for this contract or in the process of manufacture at the time such notice is received.
15. Except as provided in paragraph 14, Buyer cannot cancel an order(s) except by mutual consent. Notice is hereby given that Seller will not consent to cancellation if manufacturing or processing of Buyer's goods has commenced, special goods have been purchased for this order or been assembled for loading.
16. Seller's failure to insist upon strict performance of any provision of this agreement shall not be deemed to be a waiver of the Seller's rights or remedies, or a waiver by Seller of any subsequent default by Buyer in the performance of, or compliance with, any of the terms of this agreement.
17. If any term of this agreement is invalid, the invalid term shall be considered deleted from this agreement and shall not invalidate any other term(s).
18. To the extent the terms of this agreement conflict with the terms of any other agreement Buyer has with Seller, the terms of this agreement shall prevail unless Seller expressly agrees in writing that the terms of this agreement are modified and such agreement expressly modifies this agreement and refers to this agreement by date and title.
19. If at any time Buyer's account becomes delinquent, Buyer authorizes Seller to charge the outstanding balance to Buyer's credit card account(s) listed in the New Account Information section above.
20. In the event that a lawsuit is commenced, Buyer waives the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses, and/or counterclaims.
21. No terms or conditions of purchase orders different from the credit terms contained in this agreement will become part of any sales agreement, purchase order, or other document, unless specifically approved in writing by Seller and referring to this agreement by date and title.
22. ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW. RCW 19.36.110.

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Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Please Print or Type Name

\_\_\_\_\_  
Title