



For Your Success®

# SALES AGREEMENT AND CREDIT APPLICATION

DATE: \_\_\_\_\_

New Customer  No  Yes

Resale (If Yes, Complete Resale Certificate and Attach)  No  Yes

Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_ Date Established: \_\_\_\_\_

Business Legal Name: \_\_\_\_\_ (the "Applicant")

Business/Operating Name/dba (If different): \_\_\_\_\_

Street Address (Deliveries): \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip +4 Code: \_\_\_\_\_ - \_\_\_\_\_

Office Phone: (\_\_\_\_) \_\_\_\_\_ Other: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_ Cell No. (\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Proprietorship (List individual or the couple)

\_\_\_\_ Corporation/Ltd. (State \_\_\_\_\_ Reg. # \_\_\_\_\_) indicate \_\_\_\_\_ Sub Chapter S or \_\_\_\_\_ Sub Chapter C

\_\_\_\_ Partnership: (State \_\_\_\_\_ Reg. # \_\_\_\_\_)

\_\_\_\_ L.L.C or L.L.P (State \_\_\_\_\_ Reg. # \_\_\_\_\_)

Return Completed Forms To:  
**Hardwoods Specialty Products US LP**  
 9100-1 Lackey Road, Leland, Nc. 28451  
 PH: (910) 383-2578 FX: (910) 383-2580  
 EMAIL: HardwoodsCreditDept-LUM@hardwoods-inc.com  
 Hardwoods Lumber Import Department

<b>FULL NAME, HOME ADDRESS &amp; PHONE OF ALL CORPORATE OFFICERS, OWNER(S) OR PARTNERS</b>
_____
_____
_____

Manager: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Accounts Payable/Controller: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Type of Business: \_\_\_\_\_

Previous Business Name or Connections (if any): \_\_\_\_\_

Associated Companies: \_\_\_\_\_ City: \_\_\_\_\_

Building: Own \_\_\_\_\_ Lease: \_\_\_\_\_

Purchase orders required  Yes  No Approximate monthly purchase \$ \_\_\_\_\_

CHECK 1 INVOICE OPTION ONLY: 1. Email:  Yes \_\_\_\_\_ (PROVIDE EMAIL ADDRESS) 2. Mail:  Yes

Major Trade References – Please list complete Mailing Address and Phone/Fax		
Name	Mailing Address (including Zip Code)	Phone/Fax
		PHONE FAX:
		PHONE FAX:
		PHONE FAX:
		PHONE FAX:
NAME OF BANK		ACCOUNT#
ADDRESS		PHONE FAX:

Hardwoods Internal Use Only	Salesman Number:	Branch:
	Customer Classification:	Terms:
	End Market:	Credit Limit:
	Approved By:	Date:



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For sales and in consideration of any extension of credit and as a part of each invoice for goods sold to the Applicant, it is agreed by the Applicant as follows:

- 1. This application is for the benefit of Hardwoods Specialty Products US LP (Hardwoods), and any of its affiliates or subsidiaries; such parties are authorized to contact the above named bank(s) and credit references for the purpose of obtaining information concerning Applicant and its financial affairs and disclosure of such information is hereby authorized. Otherwise this application is confidential except as legally discoverable.
2. Attached hereto and warranted as true is Applicants' most recent Financial Statement and Income Statement. Applicant agrees to make available at all reasonable times to Hardwoods updated current financial statements for further credit evaluation. It is agreed that Hardwoods shall not disclose the information contained in any financial data furnished by Applicant to any third party unless compelled to by legal process.
3. Applicant hereby grants to Hardwoods a purchase money security interest in and to any goods, merchandise or products sold by Hardwoods to Applicant and proceeds thereof to secure payment of any sums now due or to become due to Hardwoods, together with all rights in collateral as are available under the Uniform Commercial Code.
4. Applicant agrees to pay all sums due Hardwoods pursuant to terms of sale specified in invoices and statements rendered by Hardwoods to Applicant, together with reasonable attorney's fees in the event of suit for collection of such sums. Past due sums shall bear a service charge equal to 1.5% of the outstanding balance per month in addition to any interest allowed by law. Such sums are payable at the address of Hardwoods appearing on the front page of this application where this agreement is accepted by Hardwoods, which is agreed to be the place of Applicant's performance hereunder, and the proper venue for any action commenced pursuant to this agreement; acceptance of payments at some other place shall not constitute a waiver of this clause. Hardwoods at its sole option may elect any other legally appropriate venue.
5. All sales are final, and any returns of merchandise must be authorized in writing by Hardwoods. Hardwoods is not obligated to accept return of any merchandise for credit except in the case of defective merchandise. Any exceptions to quantity, quality, merchantability, description or price from that set forth on invoices rendered to buyer must be made in writing within twenty-five days of date of invoice or delivery, whichever is later, which is agreed to be a commercially reasonable time.
6. The Applicant acknowledges that with respect to all wood products sold, great care must be taken to ensure that the moisture content of the wood, as well as the relative humidity of the wood's place of origin, place of storage, place of utilization, and place of ultimate use must be specifically considered by the Applicant at every stage to ensure that the final product will be fit for its intended use. The Applicant acknowledges that Hardwoods has made no representations of any kind with respect to the suitability of its products for any specific uses, and that all questions of product suitability are determined by the skill and judgment of the Applicant, and not Hardwoods. Furthermore, the Applicant acknowledges that due to various factors, some products simply cannot be utilized in certain ways, no matter what precautions are taken.

THE FOREGOING PARAGRAPHS CONTAIN CONTRACTUAL TERMS FOR SALES TO YOU FROM HARDWOODS. PLEASE READ THEM CAREFULLY.

(PRINTED BUSINESS LEGAL NAME)(the "Applicant")
(SIGNATURE OF AUTHORIZED AGENT)
(PRINTED NAME OF SIGNATORY)

Personal Guarantee

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby covenant and agree with Hardwoods Specialty Products US LP ("Seller") as follows:

I unconditionally guarantee payment to Seller of all present and future debts and liabilities now or at any time due or owing to Seller by Applicant (collectively, the "Obligations"). I recognize that Seller is relying on this guaranty in extending credit to Applicant. I have a financial interest in Applicant and desire Seller to provide goods to Applicant on credit. The term "Seller" shall include any affiliate of seller, and I understand that this Guarantee extends to sales by affiliates of Seller.

My liability under this Guarantee shall be absolute and unconditional, and shall not be released or otherwise affected by anything done, suffered, or permitted by Seller in connection with Applicant, the Obligations or any security held by Seller. Without releasing or otherwise affecting my obligations under this Guarantee, and without my consent or notice to me, Seller may extend further credit or refuse further credit to Applicant, or deal with or waive its rights against, Applicant and other guarantors and securities as Seller may see fit. Seller shall not be bound to exhaust its recourse against Customer or others or under any security or take any other action or legal proceeding before being entitled to payment from me under this Guarantee.

This Guarantee shall be revolving and continuous and may be revoked only by written notice to Seller delivered by registered mail. I will continue to be obligated under this Guarantee for all Obligations of Applicant arising prior to delivery of notice of revocation.

Upon demand I will pay to Seller all of its expenses, including reasonable attorneys fees and costs, in any action or proceeding (including in any bankruptcy) incurred by Seller in the enforcement or interpretation of its rights under this Guarantee.

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, any other guarantees and any security granted by Applicant) now or hereafter held by Seller and any other rights or remedies that Seller may have.

This Guarantee shall extend and inure to the benefit of Seller and its successors, affiliates and assigns and shall be binding upon me and my personal representatives, heirs, successors, affiliates and assigns.

IN WITNESS WHEREOF I have signed, sealed, and delivered this Guarantee to Seller.

Guarantor's Signature Print Name Date
Guarantor's Spouse's Signature Print Name Date