



HOWARD LUMBER & HARDWARE, INC

CREDIT APPLICATION AND AGREEMENT

(ALL APPLICABLE INFORMATION MUST BE INCLUDED OR APPLICATION CANNOT BE CONSIDERED)

CHECK ONE:
 NEW ACCT
 CREDIT INCREASE
 UPDATE

BUSINESS ACCT () HOMEOWNER NEW CONSTRUCTION () PERSONAL () CHARITABLE () GOVERNMENT ()
SALESPERSONS NAME: _____ SALESPERSONS #: _____

Applicants Full Legal Firm Name _____ Today's Date _____
Business Address _____ City _____ State _____ Zip _____
Phone () _____ Cell () _____ Fax () _____
Email: _____ Website? _____
Send Invoices To _____ Tax Exempt Yes No If yes, please provide certificate
Are You? Sole Proprietorship Partnership Corporation LLC/LLP Other _____
Doing Business As _____ Date Filed _____
Federal Tax Identification Number (FIEN) _____ State Incorporated _____

APPLICANT INFORMATION

Name _____ Date of Birth _____ SS # _____
Present Address _____ City _____ State _____ Zip _____
Prior Address if less than 2 years: _____ City _____ State _____ Zip _____
Home Telephone () _____ Home Fax () _____ Email _____
Name and Address of Employer: _____
Employers Telephone () _____ Position/Title _____ Years Employed _____
Annual Income: _____

CO-APPLICANT INFORMATION

Name _____ Date of Birth _____ SS # _____
Present Address _____ City _____ State _____ Zip _____
Prior Address if less than 2 years: _____ City _____ State _____ Zip _____
Home Telephone () _____ Home Fax () _____ Email _____
Name and Address of Employer: _____
Employers Telephone () _____ Position/Title _____ Years Employed _____
Annual Income: _____

BANKING INFORMATION

Applicant: Do you own your own home? Yes No If Yes, how much equity? _____
Co-Applicant: Do you own your own home? Yes No If Yes, how much equity? _____
Home Address: _____ City _____ State _____ Zip _____
Home Address: _____ City _____ State _____ Zip _____
Applicant: Do you own any other Real Estate? Yes No If Yes, how much equity? _____
Co-Applicant: Do you own any other Real Estate? Yes No If Yes, how much equity? _____
Type of Other Real Estate: Rentals Second Home Commercial Property Other _____
Type of Other Real Estate: Rentals Second Home Commercial Property Other _____

Applicant
Banking Name _____ Acct # _____
Bank Address _____
Bank Telephone: _____
Savings Account? Yes No
Any judgements and/or pending legal issues? Yes No
If Yes please explain on separate sheet.
Any checks issued within past six months returned for NSF?
 Yes No Please explain if yes on separate sheet.

Co-Applicant
Banking Name _____ Acct # _____
Bank Address _____
Bank Telephone: _____
Savings Account? Yes No
Any judgements and/or pending legal issues? Yes No
If Yes please explain on separate sheet.
Any checks issued within past six months returned for NSF?
 Yes No Please explain if yes on separate sheet.

Construction Loan Information (Consumer Accounts)

Lending Institution: _____ Telephone _____ Loan Amount _____
Loan Officer _____ Has the construction loan closed yet? Yes No
Construction Address: (911 Address) _____ City _____ State _____ Zip _____
Delivery Instructions _____

CREDIT CARD REFERENCES (NAME AND TELEPHONE)

- 1. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 2. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 3. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 4. _____ HOW LONG? _____ CREDIT LIMIT? _____

APPLICANT(S) CREDIT AND SUPPLIER REFERENCES

BUILDING SUPPLY REFERENCES (NAME AND TELEPHONE #)

- 5. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 6. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 7. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 8. _____ HOW LONG? _____ CREDIT LIMIT? _____

OTHER NON-CONSTRUCTION RELATED TRADE REFERENCES (NAME AND TELEPHONE#)

- 9. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 10. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 11. _____ HOW LONG? _____ CREDIT LIMIT? _____
- 12. _____ HOW LONG? _____ CREDIT LIMIT? _____

HAVE YOU EVER DONE BUSINESS WITH HOWARD LUMBER & HARDWARE INC? YES OR NO (PLEASE CIRCLE)
IF YES, UNDER WHAT NAME? _____

TERMS AND CONDITIONS

Howard Lumber & Hardware's, Inc. (HLH) 30 day open account credit terms **NET 10th** will be extended to customers who qualify with a good credit and payment history and sufficient financial net worth. Credit applications must be completed and approved prior to authorizing credit. Howard Lumber & Hardware reserves the right to request a current Financial Statement or proof of collateral when opening a new account or at any time when they consider it necessary. Howard Lumber & Hardware also reserves the right to approve or deny credit.

STATEMENT:

In consideration of credit being extended by Howard Lumber & Hardware, Inc., the undersigned (1) that it will be paying a Time Price as defined below, (2) that the information contained in this credit application being relied upon by HLH for the extension of credit, (3) that the information stated above by the undersigned(s) is true and correct, (4) that the undersigned(s) agree to make payment by the 10th of the month following the date of purchase.

INITIAL MAXIMUM CREDIT LIMIT

The initial maximum credit limit provided by Howard Lumber & Hardware, Inc totals the amount as stated in this agreement. At our sole discretion, we may make adjustments to your maximum credit limit at any time. Said adjustments will become effective immediately. If charges issued exceed your maximum credit limit in effect, we may demand that the difference be paid to us on demand. You shall remain responsible for the total charges issued notwithstanding the fact that you may have exceeded your credit limit.

AUTHORIZATION ON ACCOUNTS:

If you wish to authorize others to charge to your account it must be stated on the credit application or authorized by you per telephone conversation with the credit manager. To withdraw an authorization the same must be done. (If authorized by telephone the time, date and person you discussed the authorization with will be so noted in your credit file.)

CHARGE SALES:

If seller elects to extend buyer credit, all invoices are due and payable on or before the 10th of the month of purchase. A late payment of 1-1/2% interest (18% annually) will be added to all past due amounts or balance over 30 days old. In case buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay seller's invoices when due, seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, buyer shall be responsible and obligated to pay all court costs, reasonable attorney's fees, and other expenses incurred by the seller in collection and liquidation of buyers past due charges.

PAST DUE ACCOUNTS:

If your account becomes past due you will not be allowed to make additional charges until the account is paid. If circumstances should arise that prevents you from paying the account off within date due, then the credit manager must be notified. Arrangements will then be made for payment of the account. The account will be subject to a late payment of 1 1/2 % per month (18% annually), which will be added to all past due amounts or balances over 30 days old. In addition, you will be responsible for and obligated to pay all court costs, reasonable attorney's fees, and other expenses incurred by Howard Lumber & Hardware in the collection of past due charges.

LIENS:

Preliminary Liens, Notices to Contractors and/or Material man's Liens may be filed on construction jobs to protect Howard Lumber & Hardware's interest. All customer jobs must be indicated on each ticket with a full name, address or lot number of the property being improved or a purchase order number, if required by your company. This will help you and Howard Lumber & Hardware to keep a correct record of your purchases by jobs. If requested, you are obligated to furnish Howard Lumber & Hardware with all necessary information to perfect a preliminary or Material man's Lien.

Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that the buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering, the Mechanics Lien Rights of seller to the property improved. No Waivers of Lien for materials shall be required of seller until the same shall have been paid in full. Upon demand of seller, buyer shall be obligated to immediately furnish seller with all necessary for seller to perfect the Mechanics Liens. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by seller in securing sellers Mechanics Liens in the event of default by the buyer to pay according to the items states in paragraphs listed hereof.

RETURNS:

If the merchandise is returned in good salable condition, including packaging, and if a receipt is provided, full credit will be allowed. If the merchandise is returned in good salable condition with no receipt, then the customer's account history is reviewed for date of purchase, quantity purchased, and price. Store charge customers will receive credit to their account. No credit will be given for any Special Order or Custom Merchandise. This includes all items not normally stocked by Howard Lumber & Hardware. Merchandise that is picked up by Howard Lumber & Hardware trucks and/or employees from a job site will be assessed a 15% restocking fee. Building material that is returned to the yard by the customer will be charged a 10% restocking fee. Merchandise that is damaged or returned unsalable will not be accepted for return, excluding manufacturer's defects. Should a vendor of HLH accept a return on a special order, any restocking fee assessed by our Vendors will be passed along to the customer.

Our goal is to satisfy you, the customer. If you have a problem with any products or billing errors, please contact the manager or a Howard Lumber & Hardware representative.

DELIVER AND ACCEPTANCE OF TITLE OF GOODS

Title to the material shall pass from the Seller (HLH) to the Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyers Risk. Claims for shortages, breakages or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the buyer at the time of delivery; otherwise, the Seller shall not be responsible for any such claims. If the delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyers Risk, and claims for loss or damage must be filed by the Buyer against the carrier. Title to goods loaded onto Buyers conveyance and Seller's warehouse passes to the buyer at the Sellers

loading dock. If, upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on the delivery slip or invoice document, then the Seller reserves the right to deposit material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability of payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

DELIVERY AND PURCHASE:

Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent supply him with a receipt for all materials. In case of agent's absence, seller, may, at its option, deliver the same, and the drivers signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading or unloading materials in or upon buyer's vehicles

MATERIALS LEFT IN OUR WAREHOUSES:

While we will make every effort to insure that the transfer of title and acceptance of goods is maintained in accordance with the Delivery and Acceptance of Title of Goods policy above, Howard Lumber & Hardware, Inc. reserves the right to not accept responsibility for any materials bought (either in full, partial payment and/or on account) that has not been picked up from our warehouse or delivered to the Buyer after 60 days from the date of the first sale or transaction.

TAXES:

Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay or to collect for any government, national, state, or local, or upon or measured by the production, sales, transportation, delivery or use of the merchandise sold hereunder.

FORCE MAJEURE

Delay in delivery or non-delivery in whole and/or part by Seller shall not be a breach of the sale if performance is made impractical by the occurrence of any one or more of the following contingencies, the non-occurrence of which is basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law, (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, weather involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer, and (f) other contingencies of manufacture or shipments, whether or not of a class or kind mentioned herein and not reasonably with Sellers Control.

ESTIMATES:

An estimate is designed solely to provide the contractor/customer with a rough estimate of the amount of material used in the given project. The material estimate will be based upon calculations or data provided by the contractor/customer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from any estimate.

GUARANTEE:

In consideration of the extension of credit granted by Howard Lumber & Hardware, Inc., the undersigned does hereby unconditionally guarantee payment of whatever amount shall at any time be owing to an account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness in the form of note, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any changes in the form of such indebtedness or renewals or extensions granted by the Company, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor(s) further agrees to pay all expenses including court costs, attorney's fees paid or incurred by the companies in collection of any or all amounts owed them by the credit applicant(s) or in enforcing this guaranty agreement. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Howard Lumber & Hardware. All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived. The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor(s) of monies due and owing as a result of this guaranty agreement shall be due upon demand of Howard Lumber & Hardware, Inc.

Furthermore, by signing below, I agree to pay my account balance in full upon receipt of the monthly statement. Any unpaid balance at the end of the month will be considered overdue and I agree to pay 1 1/2% per month late fee on the unpaid balance. This agreement does not create a line of credit. By signing below, I/we acknowledge and agree that all information provided in or in connection with this credit application and agreement is true and correct as of the date submitted; that you are responsible for any loss or damage we incur due to reliance upon any misrepresentation or inaccuracy you have made; that we are authorized to verify and reverify any information contained in this agreement either directly by contacting a named reference or source, or by using a third party such as a credit reporting agency; that we may request a credit report on you (including any individual owner or officer of borrower or guarantor); and if you ask we will tell you whether a credit report was ordered and if so, the name and address of the consumer reporting agency that furnished the report. Without prior notice we may order subsequent credit reports or contact any source or reference to update, renew or extend terms of your credit with us. (The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@ 1861 et seq.)

NOTICE OF CHANGES:

BY SIGNING BELOW: You agree to notify Howard Lumber & Hardware, Inc. (HLH) of any change in financial status of borrower or guarantor and/or of any change in ownership of a non-personal borrower or guarantor.

I/WE PERSONALLY GURRENTEE PAYMENT IN FULL INCLUDING ALL FINANCE CHARGES, COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES INCURRED AS SPECIFIED ABOVE, AND WAIVE AND PRESENTMENT, DEMAND, PROTECT AND ANY OTHER NOTICE REGARDING THIS GURRANCY OF PAYMENT. HOWARD LUMBER & HARDWARE, INC. RETAINS THE RIGHT TO TERMINATE THIS AGREEMENT AT ANY TIME WITH OR WITHOUT NOTICE AT OUR SOLE DISCRETION.

FURTHERMORE BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU ARE LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT AS THE DULY AUTHORIZED AGENT, OWNER, OFFICER AND/OR REPRESENTATIVE OF THE APPLICANT NAMED ABOVE.

APPLICANT NAME: _____ SIGNATURE _____ DATE _____

APPLICANT NAME: _____ SIGNATURE _____ DATE _____

APPLICANT NAME: _____ SIGNATURE _____ DATE _____

FOR OFFICE USE – APPROVED _____ CREDIT LIMIT _____ ACCOUNT # _____