

Specialty Forest Products

Credit Application

PHONE 508-634-9180 EMAIL INFO@SPECIALTYFORESTPRODUCTS.COM
FAX 508-634-9183

Company Name		
Trade Name		
Address		Business Start Yr:
City	State	Zip
Work Phone #:		Work Fax #
E-mail Address		Resale #(Attach Copy)

Business Type: Corporation Sole Proprietorship Partnership L.L.C Other(specify _____) *Note: If Partnership or L.L.C, All partners must sign Application and Complete Principal section below.

Principal Name(Print)		(Title)		Principal Name (Print)		
				(Title)		
Home Address				Home Address		
City	State	Zip	City	State	Zip	
Home Phone#			Home Phone #			
S.S. #			S.S. #			
Date of Birth			Bate of Birth			
Signature				Signature		
Bank Name	Address	City/State	Phone #	A/C #		
Supplier Reference	Address	City/State/Zip	Phone #			
1)						
2)						
3)						

Specialty Forest Products

TERMS OF SALE

All Invoices are due and payable within (30) days of invoice date. There shall be a finance charge of 1.5% per month, compounded monthly, on all past due amounts (amounts which are not paid within 30 days from the invoice date). In addition Buyer shall pay all costs of collection including arbitration, lien fees, suit expenses and attorney fee of 25% of the total indebtedness which buyer considers to be reasonable. There will be a delinquency charge of \$50 for each dishonored check. All payments are applied to unpaid delinquency and finance charges, costs of collection (including attorney fees), and the invoice amounts in the order selected by Seller. Buyer shall pay sales and use tax unless a valid resale certification of exemption is delivered at or prior to sale.

ONE-YEAR LIMITED WARRANTY

All products sold by the seller are warranted for a period of one year from date of delivery to be free of defects which make the product not fit or serviceable for normal use for which it is intended. Seller's only obligation and Buyer's only remedy for the breach of warranty is limited, at the sole of the Seller, to repair, replace, refund or credit the purchase price of the product or part found to be defective. **THERE ARE NO OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING ALL LABOR AND OTHER MATERIALS USED IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT, OR PART THEREFORE, WARRANTED HEREUNDER, OR OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUES OR PROFIT.** At the conclusion of the Warranty period, Seller shall be under no further obligation in cases of extreme or unanticipated jobsite conditions, negligence, abuse, abnormal usage, misuse, accident, improper maintenance, alteration, or improper repair by others than Seller or authorized personnel, faulty installation, or any act beyond the control of Seller after delivery of Product. This Warranty is also void and Seller shall be under no further obligation in the event that there is a manufacturer's Warranty respecting the product. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, WITH RESPECT TO ANY PRODUCT.**

LITIGATION

This sales transaction between the parties shall be governed by the law of the State in which the principle place of business of the Seller is located. No suit or action shall be commenced by Buyer relating to this transaction or the product sold by the Seller other than the State Court of the State where the principle place of business of the Seller is located; and no such suit or action shall be commenced more than one year from the date of the delivery of the subject product. Buyer and all guarantors irrevocably submit to the personal jurisdiction of that court and the service of process by certified mail, return receipt requested and regular mail to the above address or the last address identified in writing to the Seller, effective two days after mailing.

EFFECT OF INSTALLATION

Any claims for defects discoverable prior to installation are forever waived as soon as the product is actually installed. **DO NOT INSTALL SUCH DEFECTIVE PRODUCTS.**

NATURAL PRODUCTS

ANY PRODUCT CONSISTING OF OR CONTAINING ANY NATURAL MATERIAL SOLD BY SELLER IS SUBJECT TO VARIATIONS INHERENT IN A NATURAL PRODUCT, SUCH PRODUCT WILL EXPAND AND CONTRACT SEASONALLY AS WELL AS WITH ALL CHANGES IN TEMPERATURE AND MOISTURE. REAL WOOD POSSESSES UNIQUE CHARACTERISTICS AND GRADATIONS OF COLOR, GRAINING AND OTHER FEATURES WHICH ARE HALLMARKS OF NATURE'S OWN MATERIALS. NO SUCH GRADATIONS, VARIATIONS OR CHARACTERISTICS SHALL CONSTITUTE A DEFECT UNDER THE LIMITED WARRANTY, OR OTHERWISE.

SAMPLES

All specimens submitted by Seller as samples are intended only as an identification of general and surface characteristics, and the general layout, color and finish. The cross-section and backing material of such samples do not indicate the product to be sold by Seller, but are for display purpose only.

RETURNS

In no event shall Buyer return product to Seller unless agreed in writing by Seller and upon terms which will provide payment to Seller for all loss, handling, transportation and other related costs. Buyer is also liable for wrongfully rejected product.

IDEMNIFICATION

In further consideration of the sale of Seller's product Buyer agrees to indemnify, hold harmless, and defend Seller against any and all liability, loss, damage or expense incurred by the Seller which results, directly or indirectly, from any claim, demand, cost or judgment relating to defect in the product, or part thereof, which is not covered by the above One-Year-Limited Warranty of Seller.

ENTIRE AGREEMENT-CHANGES

This document(front and back)constitutes the entire agreement between Buyer and Seller with regard to the products purchased by Buyer. All other offers, proposals, or quotes are hereby superseded and cancelled. Changes to this agreement are effective only in writing and signed by both Buyer and Seller. Upon notice to Buyer, these terms of sale may be changed. Clerical and mathematical errors are subject to change.

Signature X _____
Print _____ Date _____

Signature X _____
Print _____ Date _____

Specialty Forest Products

Credit Application

PHONE 508-634-9180 EMAIL INFO@SPECIALTYFORESTPRODUCTS.COM
FAX 508-634-9183

PERSONAL GUARANTY

The undersigned, jointly and severally, in consideration of the monthly billing privileges requested by the Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by the Applicant above in the Agreement, with seller having the sole right to choose among these jurisdictions and venues for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect. Guarantor(s) acknowledge(s) that said transaction is a commercial transaction and waives guarantor's(s') rights to notice and hearing allowed by state or federal law with respect to any prejudgment remedy which USESI may desire to use, and further waives all requirements of diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions under the credit agreement. This personal cannot be canceled unless they have a zero balance for seven straight business days and no outstanding payments being canceled.

The undersigned Guarantors(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purpose of evaluating their creditworthiness. ALL SALES AND THIS GUARANTY ARE SUBJECT TO THE PROVISIONS SET FORTH ON ALL PAGES OF THIS CREDIT APPLICATION.

Signature X _____

Signature X _____

Print _____ Date _____

Print _____ Date _____