

HARBIN LUMBER COMPANY, INC.

560 SMITH ROAD
LAVONIA, GA 30553
PHONE: 706-356-5041 (Ext. 203)
FAX: 706-356-1576

801.3 – Application for Credit (Business)

If there are any questions, call or e-mail Linda Lewis (llewis@harbinlumber.com). Please ensure application is completed in full and mailed to the above address.

SALESPERSON: _____

LOCATION: _____

DATE: _____

COMPANY INFORMATION			
LEGAL BUSINESS NAME:			
MAILING ADDRESS:		CITY, STATE, ZIP:	
STREET ADDRESS:		CITY, STATE, ZIP:	
BUSINESS PHONE:		FAX NO:	
E-MAIL ADDRESS:		FEDERAL ID NO.	
Do you want invoices e-mailed daily and statements e-mailed monthly (in lieu of regular mail)? <input type="radio"/> YES <input type="radio"/> NO			
DATE BUSINESS STARTED:		EST. MONTHLY PURCHASES:	
SALES TAX EXEMPT?	<input type="radio"/> NO <input type="radio"/> YES	If yes, a Sales Tax Exempt Form (ST-5) must be signed and returned to our office with this application.	
BUSINESS TYPE: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LIMITED PARTNER <input type="checkbox"/> INDIVIDUAL			STATE OF INCORPORATION:
If the business is a corporation, LLC, or Limited Partnership, attach a copy of the most recent financial statement.			
PO REQUIRED?	<input type="radio"/> YES <input type="radio"/> NO	ACCTS. PAYABLE CONTACT NAME & NO.	
ANNUAL SALES:		BUSINESS NET WORTH:	
NO. OF HOMES / YEAR		PRICE RANGE OF HOMES:	
COMPANY PRINCIPALS (Owners, Officers, Stockholders)			
Have you or any other Principal of the company or any company in which you have been a Principal filed bankruptcy? <input type="radio"/> YES - If yes, explain in detail and attach to this agreement. <input type="radio"/> NO			
NAME:		TITLE:	
ADDRESS:		CITY, STATE, ZIP:	
HOME PHONE:		CELL PHONE:	
DATE OF BIRTH:		SOCIAL SECURITY NO.	
PREVIOUS ADDRESS:		CITY, STATE, ZIP:	
NAME:		ADDRESS:	
ADDRESS:		CITY, STATE, ZIP:	
HOME PHONE:		CELL PHONE:	
DATE OF BIRTH:		SOCIAL SECURITY NO.	
PREVIOUS ADDRESS:		CITY, STATE, ZIP:	
IF THERE ARE ADDITIONAL PRINCIPALS, PLEASE ATTACH A SEPARATE SHEET WITH THE REQUIRED INFORMATION.			

BANK REFERENCES (Check all that apply)		
<input type="checkbox"/> SAVINGS	<input type="checkbox"/> CHECKING	<input type="checkbox"/> LOAN
NAME:		ADDRESS:
CITY, STATE, ZIP:		
OFFICER NAME:		PHONE NUMBER:
ACCT. NO.	FAX NO.	OFFICER:
CONSTRUCTION AND MORTGAGE LOANS		
NAME:		ADDRESS:
CITY, STATE, ZIP:		
LOAN OFFICER:		PHONE NUMBER:
ACCT. NO.	FAX NO.	OFFICER:
PRINCIPAL TRADE REFERENCES		
COMPANY NAME:		CONTACT NAME:
CITY, STATE, ZIP:		
PHONE NO.	FAX NO.	
COMPANY NAME:		CONTACT NAME:
CITY, STATE, ZIP:		
PHONE NO.	FAX NO.	
COMPANY NAME:		CONTACT NAME:
CITY, STATE, ZIP:		
PHONE NO.	FAX NO.	
COMPANY NAME:		CONTACT NAME:
CITY, STATE, ZIP:		
PHONE NO.	FAX NO.	

TERMS AND CONDITIONS

1. Upon approval and credit extension, I or we agree to pay in full by the 10th of each month following date of delivery or acceptance thereof. In the event such payment is not made prior to the 20th day of that month, the purchaser does agree to pay a Finance Charge of 1%% Monthly (Annual Percentage Rate of 21%) until the full amount is paid.
2. Should this account, upon default, be collected by or through an attorney-at-law or by suit, the undersigned agree(s) to pay reasonable attorneys fees, including principal and accrued interest, in addition to the principal indebtedness and interest thereon.
3. It is agreed that all sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary or in the name of any officer or agent, shall nevertheless be an indebtedness of the purchaser hereon stated.
4. The undersigned understand(s) that a fuel surcharge as well as a delivery charge may be charged for those materials that are delivered by Company vehicle.
5. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy or error within 10 days of receipt of such invoice or statement.
6. Seller disclaims all warranty of suitability of material for any particular purpose. For any items that are purchased that are not manufactured by the seller, seller does not warrant such item as to any warranty of merchantability, and specifically sells such items 'as is,' and the purchaser shall look to the manufacturer for any warranty that may be applicable to such item. Seller shall not be liable for consequential damages resulting from any claimed breach of warranty, expressed or implied.
7. Purchaser agrees to examine shipment immediately and agrees to notify seller promptly of any errors in shipment and of any defective material supplied. Use of material shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.

8. Special order materials will be invoiced to the purchaser upon receipt by Seller. Built to order components including trusses and door units will be invoiced to purchaser on original agreed upon ship date. Special order materials and built to order components will be due in full on the 10th of the month following month of invoice. Finance charges as described above in item #1 also apply.
9. This document supplied electronically by FAX, scan, or e-mail will be considered binding on purchaser until and unless original document is received by seller.
10. The undersigned authorize(s) any government agency, be it federal, state, city or county to furnish information to Harbin Lumber Company, Inc.
11. The undersigned authorize(s) the listed bank(s) and principal trade references to release information to Harbin Lumber Company, Inc. In the event there is a fee for this service, I authorize the financial institution to debit my account.
12. Seller retains title and a security interest in all materials until paid for and in all building materials until such shall lose its character as personal property, and purchaser grants seller permission, upon purchaser's default, to enter all premises over which purchaser may have control for the purposes of reclaiming possession of material.

NOTICE: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS HEREOF.

APPLICANT'S SIGNATURE: _____

APPLICANT'S SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

DATE: _____

PERSONAL GUARANTEE AGREEMENT

A personal guarantee is required if the business is a corporation, LLC, or Limited Partnership.

For value received and to induce Harbin Lumber Company, Inc., ("Seller") its subsidiaries, branches or divisions now existing or hereafter created to extend credit to Applicant the undersigned Guarantor, jointly and severally, if more than one, hereby warrants and unconditionally guarantees to Seller the full and prompt payment when due of all indebtedness, obligations and liabilities of _____ ("Applicant") (as named in the application for credit) to Seller, including without limitation, all invoiced amounts, all default interest on any delinquent invoices and all costs of collecting delinquent invoices and default interest, including court costs, reasonable attorney fees, whether now existing or hereafter created or arising, and all indebtedness resulting from Applicant exceeding the credit limit (the "Indebtedness"). It is understood that credit lines are established at the sole discretion of Seller and can be increased or decreased without written notice. Guarantor further agrees to pay all expenses, including court costs and reasonable attorney's fees, paid or incurred by Seller in endeavoring to collect the Indebtedness or any part thereof or in enforcing the Guaranty.

This Guaranty will take effect when received by Seller without the necessity of any acceptance by Seller, or any notice to Guarantor or to Applicant, and will continue in full force until all Indebtedness incurred or contracted before receipt by Seller of any notice of revocation shall have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Seller, by certified mail, at the address of Seller listed within this application for credit. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Seller of Guarantor's written revocation.

Guarantor authorizes Seller, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (a) to sell merchandise to Applicant and to extend credit to Company; (b) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness; (c) to take and hold collateral for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such collateral, with or without the substitution of new collateral; (d) to release, substitute, agree not to sue, or deal with any one or more of Applicant's sureties, endorsers, or other guarantors on any terms or in any manner Seller may choose; (e) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (f) to apply such collateral and direct the order or manner of sale thereof; (g) to sell, transfer or assign the Indebtedness; and (h) to assign or transfer this Guaranty in whole or in part.

Guarantor waives all notices, demands and defenses of any kind, including all surety ship defenses, and hereby consents to any agreements or arrangements whatever with Applicant including without limitation agreements and arrangements for payments, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and shall in no way impair Guarantor's liability hereunder. Without limitation, and except as prohibited by applicable law, Guarantor waives any right to require Seller (a) to continue to extend credit to Applicant; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or non action on the part of Applicant, Seller, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional sales or obligations; (c) to resort for payment or to proceed directly or at once against any person, including Applicant or any other guarantor; (d) to proceed directly against or exhaust any collateral held by Seller from Applicant, any other guarantor, or any other person; (e) to pursue any other remedy within Seller's power; or (f) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law; (b) any election of remedies by Seller which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Applicant for reimbursement; (c) any disability or other defense of Applicant, of any other guarantor, or of any other person, or by reason of the cessation of Applicant's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (d) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Seller against Guarantor is commenced there is outstanding Indebtedness of Applicant to Seller which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness, including but not being limited to any defenses pursuant to O.C.G.A. section 10-7-22, as now exists or may hereafter be amended. If payment is made by Applicant, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Seller is forced to remit the amount of that payment to Applicant's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Applicant, the Guarantor, or both.

This Guaranty shall be enforceable without Seller having to proceed first against the Applicant (the right to require Seller to take action against the Applicant as required by O.C.G.A § 10-7-24 being hereby expressly waived) or against any security for the payment of the Liabilities, and shall be effective regardless of the solvency or insolvency of the Applicant, any reorganization, merger, or consolidation of the Applicant or any change in the composition, nature, personnel or location of the Applicant.

This Guaranty shall be construed under the laws of the State of Georgia and any lawsuits resulting from this extension of credit may be commenced in Georgia. Guarantor waives any and all objections to such location, including objections based on jurisdiction or venue. This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed. This agreement shall be binding upon Guarantor, and his or her successors, assigns, heirs, executors and legal representatives.

Guarantor hereby authorizes and consents to any contact with or inquiry of any person, individual, or entity of any kind, regarding guarantor's credit history or other financial information, including bank and trade references and any credit reporting agencies.

GUARANTOR SIGNATURE: _____

GUARANTOR SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

DATE: _____

WITNESS SIGNATURE: _____

WITNESS SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____