



Business Credit Application

Date:		Salesperson:		
Company Information				
Legal Business Name (Customer):				
Federal ID No:				
Mailing Address:				
Street Address:				
Phone No:		Email:		
Years in business:		Estimated Monthly Purchases:		
Sales Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include ST-5 form				
Business Type		Project Type		PO Required
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Custom Builder	<input type="checkbox"/> Yes
<input type="checkbox"/>	LLC	<input type="checkbox"/>	Spec Builder	<input type="checkbox"/> No
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Remodeler	
<input type="checkbox"/>	Individual	<input type="checkbox"/>	Commercial/Multi-Family	
<input type="checkbox"/>		<input type="checkbox"/>	Other	
Accounts Payable Information				
Name:				
Phone No:		Email:		
Company Principals (Owners, Officers, Stockholders)				
Name:		Title:		
Home Address:				
Date of Birth:		Social Security No:		
Cell Phone:		Email:		
Name:		Title:		
Home Address:				
Date of Birth:		Social Security No:		
Cell Phone:		Email:		
If there are additional principals, please attach a separate sheet with the required information				



Business Credit Application

Bank References	
<input type="checkbox"/> Savings	Bank Name:
<input type="checkbox"/> Checking	Account Number:
<input type="checkbox"/> Loan	Contact Name:
<input type="checkbox"/> Other	Phone Number: Email:
<input type="checkbox"/> Savings	Bank Name:
<input type="checkbox"/> Checking	Account Number:
<input type="checkbox"/> Loan	Contact Name:
<input type="checkbox"/> Other	Phone Number: Email:
Trade References	
Company Name:	
Contact Name:	
Phone Number:	Email:
Company Name:	
Contact Name:	
Phone Number:	Email:
Company Name:	
Contact Name:	
Phone Number:	Email:



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Terms and Conditions

This signed application serves as authorization for Harbin Lumber Company, Inc. (*Supplier*) to obtain credit information on the above-named account and any guarantors signing below.

1. Customer's Obligations

- A. **Payment Terms.** Net 10th. Accounts are due in full on the 10th day of each month following the date of invoice. Payments not made in full by the 20th day of each month following the date of invoice will be subject to a late payment penalty. Payments made with a credit card will be subject to a 2.5% surcharge.
- B. **Late Payment Penalty.** If any payment is not received by Supplier on or before the due date, Customer shall be in default under this Agreement and supplier has the option to cease extending credit and to take all available remedies, contained herein, at law or equity, or to continue to extend credit hereunder. Customer agrees to pay interest on all unpaid balances at the rate of 1.75% per month or 21% per annum of the total of each overdue invoice from the date following the due date until the date such balance, plus interest, is paid in full, or the maximum amount permitted by law (whichever is lesser).
- C. **Collection Costs.** In the event that Customer's account is placed in the hands of an attorney or attorneys for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorneys' fees and expenses (whether or not litigation shall be commenced in aid thereof).
- D. **Customer Warranty.** Customer represents to Supplier that the application and financial statements provided to Supplier are true, complete, and accurate in all respects.
- E. **Bank and Trade References.** Customer authorizes the listed bank(s) and trade references to release information to Harbin Lumber Company, Inc. In the event there is a fee for this service, the customer authorizes the financial institution to debit their account.
- F. **Additional Information.** Customer agrees to provide additional personal and/or business documentation that may be necessary to extend credit to customer.

2. Supplier's Obligations

- A. **Delivery.** The date of shipment of ordered materials shall be as mutually agreed upon by the Supplier and Customer and as described on the Order Acknowledgment. If the Customer is unable to accept delivery of the materials on the date specified, the Customer agrees to notify Supplier as soon as possible after receipt of the Order Acknowledgment and in any event before the delivery date.
- B. **Shortages, Errors, and Defective Material.** All defective material claims must be filed before installing or applying any finish thereto.
- C. **Changes, Cancellations and Returns.** No change to or cancellation of specially ordered or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock Items may be returned for a refund. In-stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier.
- D. **Special Order/Made or Cut to Order Material.** Special order (non-stock) material will be invoiced to the Customer upon receipt by the Supplier. Made or cut to order material, including trusses and engineered wood will be invoiced to the customer on the original agreed upon ship date.
- E. **No Sale Obligation.** Nothing herein shall be construed as an agreement by or an obligation of Supplier to sell products to Customer on credit terms or otherwise.

3. Customer's Remedies. If the Customer has a complaint with respect to any materials tendered, Customer shall notify Supplier of such complaint, within one (1) day following the tender.

4. Supplier's Remedies. Upon Customer's breach of any term of this Agreement, whether by wrongful rejection, repudiation, revocation of acceptance, or failure to make a payment as required hereunder or any other default, Supplier shall have the right to discontinue all deliveries to Customer. In addition, Supplier shall have all rights and remedies provided by the Uniform Commercial Code, and all other rights and remedies available to Supplier under this agreement or any applicable law or equity. All such rights and remedies shall be cumulative and any waiver by Supplier of any of its rights and remedies shall not be construed as limiting Supplier's recourse in any manner. Upon a breach by the Customer,



Business Credit Application

Supplier may recover all lost profits and reasonable overhead, as well as all incidental and consequential damages incurred by it.

- 5. **Title Transfer and Risk of Loss.** Title to the materials shall remain with the Supplier until Customer receives physical possession of the materials. Risk of loss of the materials shall pass to Customer upon delivery of such materials. Customer hereby grants Supplier a security interest in all materials sold to customer and authorizes Supplier to file a UCC-1 financing statement perfecting such security interest.
- 6. **Corporate Status.** Each person signing this Agreement on behalf of the Customer warrants that he is duly authorized to do so. In addition, the Customer agrees to be responsible for and jointly and severally liable to Supplier for all activities on, and orders made through, Supplier’s ordering system by employees or agents of Customer.
- 7. **Severability.** In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, or the Contract Documents, but his Agreement and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.
- 8. **Personal Guaranty.** Supplier, at its sole option, may require prior to the acceptance of this Agreement, or at any time thereafter, one or more owners, officers, members, or partners of the Customer, as the case may be, to enter into a separate Personal Continuing Unlimited Guaranty of Payment in form provided by Supplier. Supplier, at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.
- 9. **Contract Documents.** Customer’s agreement with Supplier is evidenced by the Credit Application, the terms and conditions contained herein, any price notifications (and subsequent changes thereto) from Supplier to Customer, all invoices, and any permitted amendments, modifications, supplements, or other changes to the foregoing (collectively, the “Contract Documents”).
- 10. **Integration.** This writing, together with the Contract Documents and Personal Guaranty of Payment, if any, constitutes the entire Agreement between Customer and Supplier and is intended by them as the final and exclusive expression thereof. The terms and conditions contained in this Agreement shall control; no terms or conditions contained in any purchase orders, invoices, account statements, order acknowledgments or other writings different from the terms of this Agreement shall be valid. NO MODIFICATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING, SIGNED BY CUSTOMER AND SUPPLIER.
- 11. **Equal Credit Opportunity Act.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any Customer on the basis of race, color, religion, national origin, sex, marital status, age (provided a customer has the capacity to enter into a binding contract), derivation of part or all of a customer’s income from a public assistance program, or a customer’s having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this creditor is the Federal Trade Commission.

I hereby acknowledge that I am authorized to sign on behalf of the applying entity and that I have read and understood the Terms and Conditions

Customer – Print Name of Business

Signature

Date

Print Name



Business Credit Application

UNLIMITED CONTINUING PERSONAL GUARANTY: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned jointly and severally unconditionally with any and all other guarantors of this Credit Agreement, guarantee the prompt and full payment and performance and does hereby promise to pay all of Customer's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (cumulatively "Indebtedness") to Supplier. Indebtedness shall be construed in its most comprehensive sense and, in addition to the above, shall include any and all debts, advances, overdrafts, liabilities, and other obligations of the Customer or any one or more of them, whether now or hereafter existing, made, incurred, or created, whether by operation of agreement or law, and whether absolute or contingent, liquidated or un-liquidated, determined or undetermined, and including all principal, interest, costs of collection, attorney's fees and all other lawful charges, and whether the Borrower is individually or jointly obligated with others and whether or not it becomes unenforceable or recovery of it becomes barred by statute of limitations or other defense to Harbin Lumber Company, Inc. and its successors and assigns ("Supplier"). Any act of Supplier consisting of a waiver of any of such terms or conditions or a modification thereof or the granting of any indulgences or extensions of time to Customer, may be done without notice to the undersigned and without releasing the obligations of the undersigned hereunder. The liability of the undersigned shall not be affected by the discharge or modification of the liability of Customer in bankruptcy, any disability or other defense of Customer, or the cessation from any cause whatsoever of the liability of Customer. The undersigned hereby waives all personal exemptions under the U.S. or any state Constitution as to any obligation or undertaking by the Guarantor hereunder.

Guarantor Signature

Print Name

Date