



Consumer Credit Application

Date:		Salesperson:	
Consumer Information			
Name:		Spouse's Name:	
Mailing Address:		Mailing Address:	
Street Address:		Street Address:	
Phone No:		Phone No:	
Email:		Email:	
SSN:	DOB:	SSN:	DOB:
Employer:		Employer:	
Address:		Address:	
Net Income (monthly):		Net Income (monthly):	
Length of Employment:		Length of Employment:	
Estimated Monthly Purchases from Harbin Lumber:			
Construction Information			
New Construction <input type="checkbox"/>		Remodel/Addition <input type="checkbox"/>	
Heated SF:		Unheated SF (Garage/Porches):	
Jobsite Address:		County where materials will be delivered:	
Builder Name:		Builder Phone No:	
Names of People Authorized to Charge on Account:			
Bank Information			
<input type="checkbox"/> Savings	Bank Name:		
<input type="checkbox"/> Checking	Account Number:		
<input type="checkbox"/> Mortgage	Contact Name:		
<input type="checkbox"/> Other	Phone Number:	Email:	
<input type="checkbox"/> Savings	Bank Name:		
<input type="checkbox"/> Checking	Account Number:		
<input type="checkbox"/> Mortgage	Contact Name:		
<input type="checkbox"/> Other	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,



Consumer 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. **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.
- 7. **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”).
- 8. **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.
- 9. **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 have read and understood the Terms and Conditions

Applicant – Print Name

Spouse – Print Name

Applicant Signature

Spouse Signature *(required on joint account)*

Date

Date