



DATE: _____

STORE NO: _____

BUSINESS CREDIT APPLICATION

| | | | | | | | | |
|--|--|------------------|---------------------|--|--|-----------------------------|-----------------------|------|
| COMPANY NAME (PLEASE PRINT) | | TYPE OF BUSINESS | | YRS. IN BUSINESS | <input type="checkbox"/> RETAIL <input type="checkbox"/> RESALE | CONTRACTOR'S LICENSE NUMBER | TYPE | |
| BILLING ADDRESS (STREET) (CITY) (STATE) (ZIP) | | | | PURCHASE ORDER REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | BUSINESS PHONE | | |
| STREET ADDRESS (STREET) (CITY) (STATE) (ZIP) | | | | <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> LEASE | | HOME PHONE | | |
| | | | | HOW LONG? | | FAX | | |
| | | | | | | EMAIL | | |
| TYPE OF OWNERSHIP: <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> CORPORATION <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> INDIVIDUAL | | | | | | | | |
| OWNERS; PARTNERS; OFFICERS; OR MEMBERS NAME (USE ADDITIONAL SHEET IF NECESSARY) | | | | | | | | |
| NAME | | TITLE | SOCIAL SECURITY NO. | RESIDENCE ADDRESS | | PHONE NUMBER | BUSINESS PHONE NUMBER | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| BANK REFERENCE | | | | | | | | |
| NAME | | BRANCH ADDRESS | | <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN | | ACCOUNT NUMBER | HOW LONG? | |
| CREDIT REFERENCES | | | | | | | | |
| NAME | | ADDRESS | | CITY | PHONE NUMBER/FAX | | ACCOUNT NUMBER | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| INDIVIDUALS AUTHORIZED TO CHARGE (NAME & TITLE) | | | | <p>⚠ WARNING: Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to www.P65Warnings.ca.gov/wood.</p> | | | | |
| | | | | | | | | |
| | | | | SMAN | C | P | T | AUTH |
| | | | | | | | | |

MONTHLY CREDIT LINE REQUESTED

\$ _____

TERMS AND CONDITIONS

In consideration of the advancement of credit to Buyer by Hayward Lumber Company ("Seller"), Buyer agrees as follows:

1. Buyer shall be bound by all of the terms and conditions stated in this Application. Seller may modify the terms and conditions of this Application from time to time upon mailing notice of such change to Buyer at the address shown on Seller's records. Such changes shall be effective for all transactions which take place between Seller and Buyer after the date of any such notice.
2. Payment for the goods purchased must be made by the 10th of the month following purchase. If payment is not received by the 25th of the month following purchase, these amounts will be past due and a **FINANCE CHARGE** will be imposed and computed by applying a periodic rate of 1.4% per month (**ANNUAL PERCENTAGE RATE: 16.8%**) to the adjusted balance of your account subject to Finance Charge. The adjusted balance is determined by taking the balance you owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. To avoid additional **FINANCE CHARGES** pay the new balance by the 25th of the month following billing. Any default by Buyer in any payment due to Seller, or in any part thereof, shall entitle Seller to declare all amounts due from Buyer to be immediately due and payable, whether or not one or more other billings from Seller to Buyer would otherwise be current.
3. Seller may, at any time, without notice, and in Seller's sole discretion cancel all credit available to Buyer and refuse to make any further credit advances. By signing this Agreement, Buyer waives any claims against Seller arising from or relating to Seller's cancellation of Buyer's credit.
4. Buyer must, immediately upon receipt, examine each of Seller's invoices and/or billing statements. Buyer, within 10 days from the date of each statement or invoice from Seller shall advise Seller of any transaction disputed by Buyer, together with a written statement specifying the reasons for such dispute. Failure of Buyer to notify seller of any dispute shall constitute a complete waiver of any and all disputes relating to each such particular invoice and/or billing statement. Claims for shortages, breakage or for any nonconformance with the terms and conditions of any order shall be noted by Buyer on Seller's delivery receipt at the time of delivery; otherwise, Buyer waives all such claims. If delivery is by common carrier, delivery by Seller to the carrier at point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at buyer's sole risk. If Buyer takes delivery at Seller's premises, all risk of loss or damage to the merchandise then being sold passes to Buyer immediately upon Buyer taking custody of such merchandise at Seller's loading dock, or at such other portion of Seller's premises as may be applicable to any particular transaction.
5. If upon delivery to any job site designated by Buyer, there is not present an employee of Buyer authorized to accept delivery and sign a delivery document evidencing delivery of the merchandise related to any particular order, Buyer authorizes Seller to deposit any such shipment at the delivery area previously designated by Buyer without obtaining a signed receipt for same and Buyer agrees to make payment in full for all goods so delivered as if it were signed by an authorized employee or representative of Buyer, unless Buyer has previously instructed Seller not to deposit delivered merchandise without obtaining a signed delivery receipt from an authorized employee or representative of Buyer. In any instance where Seller is required to refrain from depositing a merchandise shipment at a job site. Buyer shall pay Seller for all applicable redelivery, storage, and other charges incurred or imposed by Seller in relation to any such transaction.
6. Seller's delay in delivery or non-delivery, in whole or in part, shall not be a breach of any sale transaction if Seller's performance is made impossible or impracticable by the occurrence of any one or more of the following contingencies (the non-occurrence of which is a basic assumption on which all sales orders shall be based): (a) fire, flood, storm, earthquake, adverse weather conditions, or other acts of God or casualties, (b) wars, riots, civil commotion or insurrection, 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, trucks, or other means of transportation, or delay delays in transit, (e) existing or future strikes or other labor disputes affecting production or shipment, whether involving employees of Seller or employees of others, regardless of the cause for any such strike or other labor dispute and (f) other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonable within Seller's control.
7. Any merchandise sold by Seller to Buyer which constitutes an item actually manufactured or built by Seller if found to be defective in material or workmanship within 30 days from date of delivery to Buyer, will be repaired or replaced by Seller, in Seller's sole discretion, without additional charge to Buyer, this warranty is made lieu of any other warranties or conditions including, but not limited to merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by executing this Application, Buyer agrees to the conditions stated in this paragraph and waives any other warranties, whether express or implied. In no event shall Seller have any warranty or other liability whatsoever, whether to Buyer or any other person or entity, with respect to any item not actually built or manufactured by Seller.
8. Buyer assumes all risks and liability with respect to the use of merchandise purchased by Buyer from Seller, whether used alone or in combination with other products. Buyer agrees that all claims of any kind whatsoever, whether based upon breach of contract or warranty, or upon the alleged negligence or other torts of Seller, or otherwise, with respect to any merchandise sold by Seller to Buyer or with regard to the failure to deliver any merchandise ordered by Buyer from Seller shall be limited to the amount of the purchase price applicable to the merchandise which is the subject of any particular order.
9. Buyer agrees that any estimate provided to Buyer by Seller with respect to the amount of merchandise or other material contemplated to be used in any given project is only a rough estimate and shall not, in any event, or for any purpose, be deemed to be a representation or warranty that the actual amount of material or other merchandise required will not vary from any such estimate. In this regard, Buyer expressly agrees that Buyer shall be responsible to determine, through its own efforts or from information provided by Buyer's consultants, the amount of merchandise or other material actually needed for any particular project or task.
10. Any return of merchandise by Buyer to Seller must be preapproved in writing by Seller and must be accompanied by Buyer's copy of the original sales ticket pertaining thereto. A restocking charge may be assessed by Seller on any and all returns approved by Seller and may be required as a condition precedent to the issuance of any such approval.
11. Buyer grants Seller, a security interest in and to any and all goods, merchandise, and/or materials sold to Buyer by Seller including all proceeds, products, or replacements thereof, as well as accretions thereto including, but not limited to, accounts receivable, notes, and choses in action which arise from or relate to the goods, merchandise and material sold to Buyer by Seller until all indebtedness of Buyer to Seller is paid in full. Until such time, Seller shall have all rights of a secured party as provided by the California Commercial Code, together with such other rights or remedies as may be available to Seller pursuant to applicable law including, but not limited to the right to collect a deficiency. Buyer shall insure its inventory such that all goods, merchandise and material sold to Buyer by Seller are insured for the full purchase price paid, or agreed to be paid, by Buyer for such goods, merchandise and/or materials. Such insurance shall be "all-risk" coverage. Buyer shall furnish Seller with a Certificate of Insurance upon Seller's request for same. Buyer appoints Seller as its attorney-in-fact to execute any documents necessary to create or perfect Seller's security interest including, but not limited to, UCC-1 Financing Statements.
12. Buyer specifically agrees that Seller may use this Application with any bank or other kind of financial institution, or any trade reference, for the purpose of obtaining business and/or financial information of any kind or nature whatsoever relating to Buyer.
13. This Application is to be interpreted and enforced pursuant to the laws of the State of California. At Seller's sole option, any action to interpret or enforce all or any part of this Application shall be conducted in Monterey County, California and Buyer submits to such jurisdiction and waives all objections to such venue. Seller shall be entitled to recover from Buyer all costs and attorney's fees incurred by Seller in relation to the interpretation or enforcement of this Application or of any or all of Buyer's obligations to Seller, whether or not suit is filed.
14. In the event of: (a) Buyer's default in any payment, or part thereof, when due, or (b) Buyer's assignment for the benefit of creditors, bankruptcy, or insolvency, or (c) attachment or levy against Buyer or against Buyer's property, or (d) failure of Buyer to perform any other obligation to Seller then, in any or all such events. Seller shall, without notice, be entitled to declare all obligations of Buyer to Seller to be immediately due and payable in full.
15. Buyer warrants and represents that: a) all information provided by Buyer is true and correct and acknowledges that Seller is relying on the correctness of such information in extending credit to Buyer, and b) Buyer will notify Seller immediately upon any material adverse change in Buyer's financial condition or the occurrence of any circumstance or event resulting in such material adverse change.
16. Taxes: Buyer shall pay to Hayward the amount of any and all taxes or other charges which Hayward may be required to pay or to collect relating to the sale, transportation, delivery or use of the merchandise sold hereunder.

Customer: _____
(Signature)

By: _____
(Print Name)

Its: _____
(Title)

Dated: _____

GUARANTY
(Required for Corporations, all Partnerships and Limited Liability Companies)

As individuals (and not as partners, shareholders, members, managers, or authorized representatives) and in consideration of any and all credit granted by Seller to Buyer, we hereby jointly and severally guaranty prompt payment when due of any and all indebtedness now due or which may hereafter become due from Buyer to Seller, howsoever created, or arising, or evidenced and waive notice of the acceptance of this Guaranty. We, and each of us, further hereby expressly waive all provisions of law relating to exoneration of Sureties as set forth in California Civil Code, Sections 2819-2825, inclusive, as well as all defenses otherwise assertable by sureties, whether pursuant to California Civil Code, Sections 2832-2856, or otherwise. This Continuing Guaranty shall not be revocable except by a written notice of revocation actually delivered to Seller by any one or more of the undersigned and shall not be effective with respect to any transaction occurring before the actual date of such delivery.

Guarantor: _____ Guarantor: _____ Dated: _____
(Print Name) (Signature)

Guarantor: _____ Guarantor: _____ Dated: _____
(Print Name) (Signature)

HAYWARD LUMBER IS NOT A BANK. PLEASE PAY WITHIN STATED TERMS