



## CREDIT APPLICATION

DATE: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### PLEASE INDICATE THE NATURE OF YOUR BUSINESS BELOW:

MANUFACTURER

WHOLESALE

RETAILER

CONTRACTOR

DATE OPENED: \_\_\_\_\_

TYPE OF ORGANIZATION: CORPORATION PARTNER INDIVIDUAL

### OFFICERS:

PRESIDENT: \_\_\_\_\_

CONTROLLER: \_\_\_\_\_

ACCOUNTS PAYABLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOW WOULD YOU LIKE TO RECEIVE INVOICES: EMAIL \_\_\_\_\_ FAX \_\_\_\_\_ MAIL \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

DO YOU BELONG TO A BUYING GROUP: YES \_\_\_\_ NO \_\_\_\_ IF YES, NAME: \_\_\_\_\_

### PLEASE LIST SUPPLIER CREDIT REFERENCES FROM PAST YEAR

NAME	PHONE	FAX
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

### CONDITIONS OF SALE AND TERMS OF PAYMENT

In consideration for extensions of credit, purchaser agrees to, signs & returns the attached terms and conditions, and bank verification form. Purchaser also agrees to pay a late charge on any unpaid delinquent balance until the amount is paid in full. To complete our file, PLEASE ENCLOSE A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT WITH THIS 5-PAGE APPLICATION. Thank you in advance for your cooperation.

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

*All the above information will be kept in the strictest confidence*

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## TERMS AND CONDITIONS OF SALE

1. ACT OF GOD, ETC.: This order entered subject to, and any delay in filling it is excused by, any of the following occurrences: war, insurrection, civil commotions, riots, acts of God or the enemy, governmental action, strikes, lockouts, picketing, whether legal or illegal, accidents or any other causes beyond the control of Seller.
2. SOLVENCY: The Purchaser hereby warrants and represents that it is solvent and that it knows of no one that intends to institute any insolvency proceedings against it not of any reason why such proceedings should be instituted against it and that it has not instituted and does not intend to institute any such proceedings for itself. It is understood that Seller is accepting this order in reliance upon said representations. If any of such representations are false, Seller shall have the right to withhold delivery, terminate this order, or reclaim any part or all of the stock shipped to Purchaser. If Purchaser has sold any or all of such stock, the proceeds there from, whether paid or unpaid, shall be deemed to be held by the Purchaser in trust for Seller. This provision shall not, in any way, be deemed to limit any rights or remedies otherwise available to Seller.
3. SELLERS LIABILITY: Sellers liability is specifically limited to supplying merchandise ordered hereunder, at point of shipment. Seller is not responsible for damages of any kind to persons or property arising from any cause whatsoever during shipment, warehousing or after receipt by customer.
4. TERMS AND ACKNOWLEDGEMENT: This order and any agreements between Buyer and Seller are limited to the terms and conditions of these General terms of Sale and the terms and conditions on the face of Seller's order acknowledgement relating to this order (or Seller's invoice relating to this order if Seller does not issue an order acknowledgement). Any additional or different terms in Buyer's forms or other documents are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. No modification of Seller's terms and conditions will be binding on Seller unless agreed to in writing by Seller.
5. GENERAL WARRANTY AND LIMITATIONS: Seller's products are warranted to be of merchantable quality and to conform to specifications and tolerances provided in the applicable industry standards, or Seller's published standards, or otherwise incorporated in this agreement. Should any product sold hereunder be found not to meet the foregoing warranty, Seller will furnish a replacement product conforming to this warranty, or at its election, make a fair allowance therefore. However, written notice of any claim under this warranty must be given to Seller within 30 days after delivery and Buyer must afford Seller a reasonable opportunity to inspect the products in unaltered condition and evaluate the claims in accordance with procedures customary in the industry.

Initials: \_\_\_\_\_

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6. TIME AND PLACE OF SHIPMENT: Unless the indicated shipping date is expressly guaranteed, advance information as to date of shipment is approximation only, based upon Seller's best judgment at the time.
7. TITLE AND RISK: Irrespective of any provisions concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier, (except a motor vehicle operated by Seller,) at shipping point. Seller reserves the right to route all shipments, and may assist Buyer in processing claims against carriers, without incurring liability therefore.
8. TRANSPORTATION COST AND SHORTAGE: When prices include any costs of transportation from point of shipment, any increase in such costs becoming effective after the applicable price is quoted or established by Seller, and any costs for services provided by the carrier at no charge other than the applicable freight rate or tariff shall be the Buyer's account. Any extra costs of utilizing substitute methods of delivery when the intended type of carrier, vehicle or loading or unloading facilities become unavailable, also shall be for Buyer's account.
9. LATE PAYMENT CHARGE: A late payment charge of 1.50% per month on the unpaid balance will be made on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply. Buyer also agrees to pay reasonable attorney's fees and other costs incurred at collection.
10. GOVERNING LAW: The provisions of the 1990 Official Text of the Uniform Commercial Code shall govern all aspects of this agreement, including its validity, interpretation, performance, operation and enforcement.

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## SALES TAX PERMIT NUMBER

I/We hereby certify that I/We hold a valid Seller's Permit Number: \_\_\_\_\_,  
issued pursuant to the Sales and Use Tax Laws: that I/We am/are engage in the business  
of selling \_\_\_\_\_. That the tangible  
personal property described herein which I/We shall purchase from Sherwood Lumber  
Corporation will be resold by me/us in the form of tangible personal property; provided,  
however, that in the event any of such property is used for any purpose other than retention,  
demonstration or display while holding it for sale in the regular course of business, it is  
understood that I/we am/are required by the Sales and Use Tax Law to report and pay for the  
tax, measured by the purchase price of such property.

Description of property to be  
purchased: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**BANK ACCOUNT VERIFICATION**

Date: \_\_\_\_\_

I HEREBY AUTHORIZE \_\_\_\_\_  
NAME OF FACILITY

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CHECKING #: \_\_\_\_\_ LOAN #: \_\_\_\_\_

TO RELEASE ALL PERTINENT INFORMATION ON OUR ACCOUNT NUMBERS(S)

\_\_\_\_\_ TO SHERWOOD LUMBER CORPORATION

IN ORDER TO ESTABLISH A CREDIT ACCOUNT WITH THEM.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

*ALL CREDIT INFORMATION IS CONFIDENTIAL*

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## Personal Guarantee of Account

For valuable consideration, the receipt of which is hereby acknowledged, and to induce SHERWOOD LUMBER CORP., hereafter referred to as "Seller", at any time or from time to time, to make advances or loans or in any other way to give credit to

\_\_\_\_\_ hereafter referred to as "Purchaser", the undersigned individually and, if plural, jointly and severally, hereby PERSONALLY AND UNCONDITIONALLY GUARANTY the payment of any and all bills for merchandise to be sold by the Seller to the Purchaser.

This is a continuing guaranty and shall cover and apply to all transactions entered into by the Purchaser with the Seller prior to the receipt by the Seller of a written notice of termination of this guaranty by any of the guarantors who sign below. However, no such termination shall affect any obligation of any of the undersigned guarantors created prior to the receipt of said notice by the seller. Furthermore, any person who fails to sign such notice shall not be excused from his or her personal guaranty.

The undersigned guarantors expressly agree that this guaranty shall be in no way affected by any extensions of time to make payment and/or the acceptance of Seller of bills, checks and other instruments for the payment of money and/or extensions or renewals thereof.

Each of the undersigned hereby waives any and all surety ship defenses and defenses in the nature thereof and agrees that the Seller may deal with Purchaser in such manner as the Seller may determine without in any way affecting the liability hereunder of any of the undersigned guarantors.

In addition, if the Purchaser is unable to pay for the merchandise sold to it by the Seller, the Seller may bring immediate suit on this guaranty against the guarantor or guarantors without exhausting its remedies against the Purchaser and without first giving notice of the Purchaser's failure to pay.

In the event, Seller resorts to the use of a collection agency or attorney for the collection of monies due to it by Purchaser or guarantor(s), Purchaser and guarantor(s) agree to be responsible for fee equal to 33 1/3% of the claim together with all other costs and disbursements of collection. The Purchaser and guarantor(s) further agree that the said 33 1/3% is a reasonable fee and that they shall not raise the amount of such fee as a defense in the event of litigation.

This document shall be construed and enforced in accordance with the laws of the State of New York. Customer/guarantor agrees that the proper and exclusive forum for any litigation of any disputes or controversies arising out of this document shall be a court of competent jurisdiction located in the State of New York, County of Suffolk.

The undersigned guarantor(s) may terminate this agreement at any time by giving 10 days' notice, in writing, to the Seller by registered mail sent to the Seller's office. Upon delivery, the liability of the guarantor(s) shall terminate as to materials delivered subsequent to the expiration of the 10-day period. It shall nevertheless continue in full force and effect as to all deliveries made prior to the expiration of the 10-day period.

It is further agreed that this guaranty shall continue notwithstanding any change in organization, corporate setup or partnership change, unless and until notice of that fact is given in the manner set forth above.

The undersigned guarantor(s) shall be responsible for the total amount due including service charges and legal fees WITHOUT LIMITATION.

Guarantor:

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
(Sign)

Guarantor:

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

Corporate Headquarters  
300 Corporate Plaza  
Islandia, NY 11749  
Toll Free: 800-645-6226  
Office: 631-232-9191  
Fax: 631-232-1976

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