

HIGUERA HARDWOODS CREDIT APPLICATION AND SALES AGREEMENT

BUSINESS LEGAL NAME: _____ PHONE (_____) _____
TRADE NAME (DBA) _____ FAX (_____) _____
BILLING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
EMAIL: _____

CORPORATION _____ SOLE PROPRIETORSHIP _____ IF A CORP OR LLC, DATE INCORPORATED/FORMED _____
LLC _____ PARTNERSHIP _____ IF A CORP OR LLC, STATE INCORPORATED/FORMED _____

List name(s), Address(s) OF CORPORATE OFFICERS, PARTNERS, MEMBERS, OR OWNER: If other than a corporation, give home address and home telephone number along with spouse's full name and Social Security number,

NAME _____ TITLE _____ SSN _____
FULL ADDRESS _____ HOME PHONE _____

NAME _____ TITLE _____ SSN _____
FULL ADDRESS _____ HOME PHONE _____

BASIC NATURE OF BUSINESS _____ NUMBER OF EMPLOYEES _____
YEARS BUSINESS ESTABLISHED _____ HAVE YOU EVER FILED PERSONAL OR CORPORATE BANKRUPTCY? ____ YEAR _____

ANNUAL DOLLAR VOLUME – SALES _____ IS BUSINESS LOCATION OWNED ____ LEASED ____ MONTHLY RENTAL _____
LIST ANY CREDITOR(S) WITH SECURITY INTEREST _____

ACCOUNTS PAYABLE CONTACT PERSON _____ PHONE _____
NAME OF BANK _____ BANK BRANCH _____ BANK OFFICERS _____

CHECKING ACCOUNT NUMBER _____ PHONE _____
CONTRACTOR'S LICENSE # _____ CONTRACTOR'S BOND # _____ EXP. DATE _____

OTHER MAJOR SUPPLIER REFERENCES

NAME _____ PHONE _____
FULL ADDRESS _____

NAME _____ PHONE _____
FULL ADDRESS _____

CREDIT LINE DESIRED \$ _____

FEDERAL ID NUMBER _____ SALES TAX EXEMPTION CERTIFICATE NO. _____
(if applicable, please mail a copy of certificate with this application)

STATE TAX ID NUMBER _____

SALES AGREEMENT

1. The terms and conditions of any account established pursuant to this application and agreement, and any sales made by Higuera Hardwoods, LLC ("Seller"), to Applicant shall be subject to the following terms and conditions, which Applicant has read and by which Applicant agrees to be bound. Sales shall also be subject to the terms and conditions set forth on Seller's form of order confirmation, invoice and other documents from time to time furnished by the Seller.
2. Payment on Applicant's account shall be made in full on or before the 15th calendar day of when the product(s) are shipped by Seller. If any payment is not made when due under these terms and conditions, or by the earlier time stated on any invoice, Applicant agrees that a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) of the unpaid amount, or the maximum amount allowed by law (whichever is less) shall accrue from the date goods are shipped; and Applicant further agrees that at Seller's option all future purchases may be strictly for cash on delivery.
3. Seller may cancel extension of credit or sale and deliveries or both at any time without notice. Applicant authorizes Seller to make such inquiries as Seller may deem appropriate of banks, lenders and credit and trade references, whether or not listed herein.
4. Applicant shall immediately notify Seller of any change in ownership of management of Applicant or its business. Upon any such change, Seller may require that all amounts outstanding hereunder be paid in full, upon demand, and Seller may, in addition, refuse to make any further sales and deliveries hereunder.
5. The agreement shall be construed according to the laws of the State of Washington. In the event of any litigation, Applicant hereby expressly submits and consents to the exclusive jurisdiction of all Federal and State Courts located in the State of Washington and consents that any process, notice, motion, or any application to those courts or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided reasonable time for appearance is allowed. Applicant also waives any claim that any court in Kitsap County, Washington is an inconvenient forum and consents to venue in either county.
6. Any delay in shipment requested by Purchaser, whether or not granted, shall not affect Purchaser's payment obligations, and Purchaser shall pay for all productions, materials, goods and/or services as if shipped on the date scheduled for shipment by Seller. EXCEPT AS PROVIDED BY APPLICABLE LAW AND SUBJECT TO THE TERMS OF THIS AGREEMENT, SELLER SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIQUIDATED, DELAY DAMAGES, OR OTHER DAMAGES.
7. Applicant shall pay all costs and fees of Seller in enforcing this agreement, whether or not litigation is commenced, including, but not limited to, Seller's attorney's fees, costs, and expert witness fees at trial, on appeal or otherwise, including and costs or fees in enforcing any judgment rendered thereon.
8. The undersigned warrants and certifies that this application and agreement is made on behalf of Applicant for the purposes of securing open account terms of credit from Seller on the basis of this account application and agreement and the financial data which is submitted herewith, and the undersigned further warrants and certifies that the contents hereof and the financial data which is submitted herewith accurately represents the financial condition, without material change, of Applicant on this date.
9. Applicant further certifies and represents that the placing of each and every order with Seller constitutes a representation by Applicant that Applicant is solvent. For purposes of this document, solvent means Applicant is paying its obligations as they come due and the fair market value of Applicant's assets exceed the disputed and undisputed liabilities of Applicant. Continued solvency is a precondition of any sale made to Applicant.
10. All claims relating to product quality must be made in writing and received by Seller within 7 days of the invoice date, or such claims are barred. All claims relating to product quantity must be made in writing and received by Seller within 2 days of receipt, or such claims are barred.

I/We sign this application on behalf of Applicant and AS AN INDIVIDUAL(s), and JOINTLY AND SEVERALLY UNCONDITIONALLY GUARANTEE PAYMENT FOR ALL GOODS, PRODUCTIONS AND/OR SERVICES PURCHASED HERETOFORE and/or HEREAFTER BY APPLICANT, I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by any extension of time granted to Applicant or by any other modification, substitution, settlement, or compromise, or by any change in the legal form of ownership of Applicant. I/We also agree to pay costs and attorneys fees for enforcement hereof as provided in Paragraph 8 of this application. I/We authorize Seller to obtain a credit report to be used in the course of making a decision on this application.

APPLICANT:
Dated: _____

By: _____
(Signature)

Title: _____

(Print name of the person signing for Applicant)

ACCOUNT PERSONALLY GUARANTEED BY:
By: _____
(Signature) SSN _____

(Print name of the person signing)

By: _____
(Signature) SSN _____

(Print name of the person signing)

THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL APPROVED BY HIGUERA HARDWOODS, LLC

Approval Date: _____

By: _____
Title: _____