

EXETER LUMBER, LLC

120 Portsmouth Ave. Exeter, NH 03833

CREDIT APPLICATION

APPLICANT INFORMATION

Name:	License #:	SSN:	DOB:
Cell Phone: ()	Fax: ()	Home Phone: ()	
Home Address:			
City:	State:	ZIP Code:	
E-Mail:			
WOULD YOU LIKE TO RECEIVE INVOICES AND/OR STATEMENTS BY EMAIL? INVOICES <input type="checkbox"/> STATEMENTS <input type="checkbox"/> NEITHER <input type="checkbox"/>			

COMPANY INFORMATION

Company name:	Date business commenced:	
Type of Company (circle one): Sole Proprietorship Partnership Corporation LLC Other _____		
Owners, Partners, or Officers:		
Mailing address (if different from above):		
City:	State:	ZIP Code:
Phone: ()	Fax: ()	E-Mail:
CREDIT LINE REQUESTED: _____	JOB NAME OR NUMBER REQUIRED?	YES <input type="checkbox"/> NO <input type="checkbox"/>

BANK INFORMATION

Bank name:		
Bank address:	Phone:	
City:	State:	ZIP Code:
Type of account	Account number	
Savings:		
Checking:		
Other:		

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone: ()	Fax: ()	
Type of account: Cash <input type="checkbox"/> Credit <input type="checkbox"/>	How long?	
Company name:		
Address:		
City:	State:	ZIP Code:
Phone: ()	Fax: ()	
Type of account: Cash <input type="checkbox"/> Credit <input type="checkbox"/>	How long?	

ADDITIONAL AUTHORIZED INDIVIDUALS

I authorize the following individuals to charge items to my account. I take full responsibility for payment of items charged by the following individuals.	
Authorized Individual #1:	Authorized Individual #4:
Authorized Individual #2:	Authorized Individual #5:
Authorized Individual #3:	Authorized Individual #6:

**CREDIT APPLICATION AND AGREEMENT
TERMS AND CONDITIONS**

1. This application and Agreement (“Agreement”) is given by each undersigned Applicant (“Applicant”) for the purpose of establishing or continuing credit with Exeter Lumber, LLC (“ELC”). If Applicant is a business entity, Applicant’s undersigned officer/director/member represents to ELC that he/she has full authority to enter into this Agreement on behalf of Applicant, and consents to all of the terms and conditions stated herein. Applicant understands that all liability under this Agreement is and shall be joint and several, and that Applicant is a primary obligor to ELC under the terms and conditions of this Agreement. As used in this Agreement, the word “Applicant” refers to each party who signs the Agreement not employed by ELC.

2. Applicant warrants that all information supplied in this Application is true and correct. Applicant understands that ELC is relying upon Applicant’s representations as stated herein in agreeing to extend credit to Applicant. **Applicant agrees to provide ELC with written notice of any changes in the information provided by Applicant in this Agreement, including but not limited to any change in ownership, management or material change in Applicant’s financial condition. Applicant hereby authorizes ELC to obtain any and all information, it may deem necessary from any source concerning Applicant’s credit worthiness, including but not limited to authorizing ELC to investigate Applicant’s credit record at this time and any other time and to report to responsible persons and bureaus Applicants performance under the terms of this Agreement.**

3. **Time is of the essence in this Agreement.** Applicant agrees to be liable for and pay all invoices received from ELC as follows: **TERMS ARE 1% 10th, NET EOM (END OF MONTH). INVOICES NOT PAID BY THE LAST DAY OF THE MONTH FOLLOWING THE MONTH OF PURCHASE SHALL ACCRUE INTEREST AT THE RATE OF 1-1/2%.** Applicant agrees that these payment terms may not be modified in any way except in writing and signed by one of the Members of the ELC. Should Applicant fail to pay any amount when due, a finance charge shall be added to the amount then due at a rate of 1.5% per month, compounded monthly from the date due until the amount is paid in full. Applicant authorizes ELC to apply all payments and credits to any indebtedness owed by Applicant to ELC in any manner ELC, in its discretion, elects to apply payments. **Applicant understands that the terms and conditions of all bid proposals/invoices received by Applicant from ELC during the term of this Agreement, including but not limited to the ELC Sales Contract (“Sales Contract”) executed concurrently herewith, are incorporated into this Agreement by this reference. To the extent any terms and conditions in any bid proposals/invoices or the Sales Contract received by Applicant conflict with the terms and conditions of this Agreement, Applicant understands that this Agreement controls.**

4. Upon the occurrence of one or more of the following events of default, ELC may, in its sole discretion, declare any balance due and owing from any Applicant immediately due and payable from all Applicants:

- a. The filing of a voluntary or involuntary petition in bankruptcy against any Applicant;
- b. A change in management or control of any corporate/partnership/LLC Applicant;
- c. Any other event that ELC, in its sole discretion, deems adverse to any Applicant.

Should any portion of this Agreement be held to be invalid, the remainder of the Agreement shall be given full force and effect. All rights stated in this Agreement are cumulative, and are in addition to any other rights or remedies provided by law.

5. If this Agreement is referred to an attorney or agency for collection, Applicant agrees to pay all reasonable attorney’s fees and court costs incurred by ELC in attempting to collect this debt.

6. Applicant agrees that ELC may amend the terms and conditions of this Agreement at any time by providing written notice to Applicant of any proposed amendment to Applicant’s last known address. Applicant has seven (7) business days to notify ELC in writing of any specific objections to the proposed amendment. If no specific written objection is received within that time, the amendment is deemed accepted, and becomes part of this Agreement. Should ELC receive a timely objection to any proposed amendment, ELC reserves the right to immediately terminate this Agreement and demand immediate payment of any balance then due from Applicant.

7. Applicant and ELC agree that the exclusive jurisdiction and venue for any and all disputes between and among them arising out of this Agreement shall be in the State Courts of Rockingham County, New Hampshire, and that New Hampshire law shall apply to the interpretation and enforcement of the Agreement.

8. **Applicant certifies and acknowledges that he/she has read, understands, and agrees to the terms and conditions of this Agreement as stated above. This Agreement shall not be accepted, or otherwise become effective, until signed by an authorized agent of ELC.**

BUSINESS

INDIVIDUAL OR D/B/A

Name of Business Entity (Please Print)

Name of Individual or D/B/A (Please Print)

Title

Title

Signature & Date

Signature & Date

Federal Tax ID#

Approved By Exeter Lumber, LLC: _____, _____, _____, _____
Name Title Signature Date

*****Personal Guarantee(s) Required for all Businesses and Individuals.*****

By signing this application and Agreement, you agree, jointly and severally, to unconditionally guarantee the performance of all obligations under, and the payment upon demand of all amounts due under this Agreement incurred by the above named Applicant. The undersigned further guarantees all renewals, extensions, and additions thereof. The undersigned further agrees that in the event legal action(s) is instituted to enforce collection, to pay reasonable attorney's fees and costs for such legal action. You also waive any notices regarding the Agreement or this guarantee. This guarantee shall be in effect until the Agreement has been terminated and all amounts due hereunder shall have been fully paid. You waive all suretyship defenses and further acknowledge that ELC is not obligated to exhaust any of its remedies hereunder before bringing an action to enforce any sums due. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You represent and promise that everything in this application is true and correct.

Name (Print): _____

Name (Print): _____

SSN #: _____

SSN #: _____

Signature _____

Signature _____

*****Attachment: Exeter Lumber, LLC Sales Contract.*****

Exeter Lumber, LLC Sales Contract

Terms of Sale pursuant to which Exeter Lumber, LLC, hereafter known as "Seller", engages in the sale of products. This document is also available upon request by calling 1-603-772-5933.

1. REJECTION OF OTHER TERMS AND CONDITIONS. These Terms of Sale (the "Sales Contract"), bind Exeter Lumber, LLC ("Seller") and its undersigned customer ("Buyer") regarding the sale by, and purchase from, Exeter Lumber, LLC of products (the "Goods"), and supersede all prior agreements, proposals and discussions among the parties with respect to the purchase and sale of such Goods other than the Credit Application and Agreement Terms or a written agreement signed by both parties. No terms or conditions of purchase orders different from the terms of Seller will become part of any sales agreement, purchase order or other document unless specifically approved in writing by Seller.
2. SHIPMENT; TITLE; RISK OF LOSS. All shipping dates are approximate and not guaranteed. Unless otherwise stated, title and risk of loss shall pass from Seller to Buyer once the Good's are loaded on the first carrier at Seller's facility. All claims for loss or damage in transit must be filed against the carrier by Buyer. Buyer shall pay freight, unless prepaid, and shall unload shipments promptly. Any increase in freight rates for shipments whether prepaid or not and all demurrage shall be borne by Buyer.
3. PRICES. Unless otherwise expressly specified in writing by Seller, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or collect shall be for Buyer's account and shall be added to the price and shall not be subject to any reduction.
4. EXCUSE OF PERFORMANCE. The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control. If such event affects Seller, Seller may, without liability, allocate and distribute the Goods among such customers in such proportions as Seller, in its sole discretion, determines.
5. LIMITATION OF REMEDY AND LIABILITY. The Buyer's sole and exclusive remedy for any claim of any nature arising from the failure of the goods to conform to any express or implied warranty shall be limited to repair, replacement or refund of purchase price (at Seller's option). In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Seller's cumulative liability to buyer exceed the purchase price for the specific goods giving rise to the claim or cause of action. Seller shall not be liable for damages caused by delay in performance. Buyer agrees that in no event shall seller's liability to buyer extend to include incidental, consequential, special, exemplary or punitive damages. The term "consequential damages" shall include, but shall not be limited to, cost for labor, loss of anticipated profits, loss of use, loss of revenue, and cost of capital.
6. REJECTION OF NON-CONFORMING GOODS. Unless otherwise set forth in a limited warranty or full warranty provided by Seller, rejection of non-conforming goods must be made by Buyer in writing within five (5) days of receipt and all defects ascertainable at time of giving notice shall be stated with particularity or deemed waived in event of any complaint, shipment shall be held intact and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Seller at the office. Under no circumstances are goods to be returned to the Seller unless Buyer has written permission of Seller to do so. A claim that goods are non-conforming shall not entitle Buyer

to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with the terms of sale and, in the event of subsequent allowance of any claim. Seller shall promptly make payment to Buyer for the amount so allowed. All material on which a complaint is made must be fully protected against all conditions that would create or tend to increase the complaint. Claims on grade are subject to SPIB official inspection.

7. CREDIT REQUIREMENTS. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Seller reserves the right to require payment for any shipment hereunder in advance or satisfactory security. Seller shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. In the event that Seller determines, at any time in its sole and absolute discretion, that the credit of Buyer or of any person or entity providing credit support for Buyer's obligations under this Sales Contract is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement, instrument or document supporting Buyer's obligations under this Sales Contract, Seller shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Buyer to Seller, whether under this Sales Contract or otherwise, and to suspend and/or terminate further production, shipment, and delivery to Buyer of any order, whether under this Sales Contract or otherwise, until credit arrangements satisfactory to Seller in its sole judgment have been established. If any such credit is provided to Buyer, or performance assurance is required by Seller of Buyer, Buyer will provide to Seller financial information requested by Seller.

8. QUANTITY. Unless indicated otherwise on the front hereof, Seller may ship five percent (5%) over or under the quantity ordered and the invoice shall be adjusted to reflect the quantity shipped.

9. EXPORT CONTROL REGULATIONS. All Goods by Seller are subject to the export control laws of the United States of America, and Buyer agrees not to divert or resell the Goods contrary to such laws. If any license or consent of any government or other authority is required for the acquisition, carriage or use of product by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefore. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.

10. GOVERNING LAW; CONSENT; SEVERABILITY. This Sales Contract shall be governed by the laws of the State of New Hampshire, USA. If any provision of this Sales Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of this Sales Contract.

11. CUSTOMER PICK UP ORDERS. All "Customer Pick Up" orders are expected to pick up within five (5) working days of notification that the load is ready. Seller reserves the right to ship, at Seller's freight rate, any load that has not picked up within ten (10) days of notification.

12. MISCELLANEOUS. This Sales Contract shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties; provided, however, that Buyer shall not assign its rights or obligations under this Sales Contract without Seller's prior written consent. Any assignment except as permitted herein, shall be null and void. No waiver of any provisions of this Sales Contract by Seller will be valid unless the same is in writing and signed by Seller. Seller reserves the right to unilaterally modify or amend any portion of this Sales Contract at any time without prior notice effective immediately upon posting at the Exeter Lumber, LLC website. The most current version of this Sales Contract may be found at the Exeter Lumber, LLC website and is otherwise available upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BUYER

SELLER

Name of Business Entity (Please Print)

EXETER LUMBER, LLC

Name of Seller (Please Print)

Title

MEMBER

Title

Signature & Date

Signature & Date