

# 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 15<sup>th</sup> 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.

APPLICANT:

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

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print name of the person signing for Applicant)

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

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

By: \_\_\_\_\_

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