



Application for Credit Account

P.O. Box 585 Woodburn, OR 97071
Phone : (503) 981-0195 E-mail : kstrader@witherslumber.com
BROOKS - MOLALLA - SILVERTON

INSTRUCTIONS: Please fill out the appropriate box on page one (Contractor/Business or Individual), then complete the remainder of the application completely (4 pages total).

CONTRACTOR/BUSINESS

Business Name_____

Federal EIN#_____

Physical Address_____

Mailing Address_____

City_____ State_____ Zip_____

Business Phone_____ Cellular_____

Email_____

Contact_____ Title_____

CCB#_____

Website_____

CREDIT/SUPPLIER REFERENCES: please include phone # and contact name

1._____

2._____

3._____

INDIVIDUAL

Name_____

SSN_____ Date of Birth_____

Address_____

City_____ State_____ Zip_____

Phone_____ Cell_____

Email_____

Occupation_____ Employer_____

Spouse_____ Date of Birth_____

Occupation_____ Employer_____

Approximate Monthly Income
Have you ever declared bankruptcy? _____ If yes, when? _____
Banking Institution _____
Branch Location _____
Job site Address _____
How is this project being funded? _____
Lender: _____

E-STATEMENTS—opt in for E-Statements; no paper statement will be generated (unless requested).

Please list the contact (Name & Email) to receive statements:

E-INVOICES—opt in for copies of invoices to be emailed immediately upon processing.

Please list the contact (Name & Email) to receive invoices:

CONTACT INFO—Add and update contact personnel. Please fill out information below. If you wish to add more than 2 contacts, continue on the back.

Name: _____

Name: _____

Accounts Payable _____

Position: _____

Phone #: _____ Ext: _____

Phone #: _____ Ext: _____

Email: _____

Email: _____

APPROVED PURCHASER LIST: Only the people listed will be authorized to charge to your account. If you have a variety of people charging to the account, this may not be the best option.

OFFICE USE ONLY

Account # _____ Date Opened _____

Credit Limit _____ Quote # _____

Additional Terms _____

Purchaser Agreement

In consideration of the extension of credit by Withers Lumber Company, I ("Purchaser") agree to pay all charges to this account after this date by the 10th of the month following the date on the statement payable by Cash or Check. Credit Card payments on account are subject to a 2-3% processing fee, unless special arrangements are made, as stated below. All payments received after 10th of the month will be considered late. All unpaid balances as of the 25th of each month will be assessed a service charge of 1.95% per month (**23.4% annual percentage rate**) on my full account balance which was not paid on the date due. Purchaser agrees to pay a **minimum service charge** of \$1.00 on all late balances. Initial

All materials sold by Withers Lumber Co are to be considered subject to manufacturers' warranties and no warranties other than those offered by the manufacturer are provided by Withers Lumber Co. Withers Lumber Co is not responsible for any damage occurring to any premises or property at time of delivery of materials or equipment. Withers Lumber Co extends no warranties of any kind as to the goods which are sold by it and **DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND ALSO DISCLAIMS ANY LIABILITY BASED UPON NEGLIGENCE OR STRICT LIABILITY IN TORT**. Goods are sold as is, with all faults. At the option of Withers Lumber Co, it is agreed that a restocking fee of 25% will be assessed for all materials and lumber returned or repossessed.

Purchaser acknowledges that any and all sales and extensions of credit by Withers Lumber Co are **expressly conditioned** upon Purchaser's unconditional acceptance of these terms and conditions as stated herein and as hereafter amended. The terms and conditions supersede any and all terms and conditions appearing on Purchaser's documents, including, but not limited to, purchase orders, regardless of the time presented.

Withers Lumber Co extends credit accounts as a courtesy and reserves the right to refuse to extend credit. At any time, Withers Lumber Co has the right to close a courtesy account and payment will be due and payable immediately. Credit Hold: Accounts with any unpaid balance 60 days after the date of invoice may be placed on "Credit Hold" status. Subsequent purchases will be denied or placed on cash on delivery ("COD") terms at the discretion of the Withers Lumber Co until all balances, including any fees and penalties, are current.

Purchaser, by accepting Withers Lumber Co's extension of credit, promises to advise Withers Lumber Co, in writing, of any change of ownership, business name, or the address of Purchaser's business. All such notifications must be made to Withers Lumber Co, in writing, within ten (10) working days of the change. Within 10 days of a change in ownership or business structure or entity, a new credit application must be executed and provided to Withers Lumber Co before any further extension of credit may be granted. The new credit application will be subject to Withers Lumber Co's usual credit review procedures. In the event Purchaser changes its business structure or type of entity, Purchaser and Guarantor agree that all of the terms and conditions will remain in full force and effect against the Purchaser's new business structure or entity and the Guarantor. If purchasers Business License or CCB license on file expire, account may be placed on hold until documents have been renewed.

Withers Lumber Co may accept late or partial payments or checks and money orders marked "payment in full" without prejudice to Withers Lumber Co's rights under these terms and conditions, which are hereby explicitly reserved. Withers Lumber Co may apply payments to any outstanding invoices in any order in its sole discretion, regardless of how Purchaser indicated payments should be applied. Waiver of any breach of any provisions in these terms and conditions by Withers Lumber Co will not be a waiver of any succeeding breach of that provision or any other provision. If any provision of these terms and conditions is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of these terms and conditions will not be in any way impaired.

If this account is referred to collection, placed in the hands of an attorney for collection, or referred to arbitration, court, the Oregon Construction Contractors Board ("CCB"), or to an attorney for resolution of any dispute arising directly or indirectly out of this account, the purchaser agrees to pay Withers Lumber Co.'s collection expense, reasonable attorney fees, and other expenses incident to collection. If an action or suit is instituted to enforce any of the terms of the account, enforce a lien, or if any dispute is referred to a court, a CCB administrative hearing, or to arbitration hereunder, the party not prevailing agrees to pay all of the prevailing party's actual court, CCB, administrative hearing, or arbitration expenses, costs, and disbursements, in addition to such sum as the court, hearings officer, administrative law judge, or arbitration, CCB hearing, administrative hearing, suit, or action, in addition to all other sums provided by law.

All transactions between Purchaser and Withers Lumber Co will be interpreted under the laws of the State of Oregon. Further, Purchaser stipulates to jurisdiction and venue in Marion County, Oregon for any dispute, arbitration, suit or action arising out of any transactions between Purchaser and Withers Lumber Co, except as otherwise required by law.

I swear (or affirm) that the within statement is true to the best of my knowledge. The undersigned authorizes Withers Lumber Co to inquire as to credit and banking information for purposes of opening a courtesy account as well as anytime during the credit relationship to confirm that applicant's credit is in good standing. The person signing this application has the authority to enter into this agreement on behalf of the Purchaser. This agreement supersedes all other previous agreements.

Authorized Signer

Title

Date

APPROVED

Not Approved

Date

PERSONAL GUARANTEE

In consideration of Withers Lumber Co granting credit to Purchaser, the undersigned ("Guarantor") personally and unconditionally guarantees to Withers Lumber Co and any of its affiliates or successors or assigns, the payment and performance of any and all guaranteed obligations, as described in this Personal Guarantee. Guarantor acknowledges that he/she is directly benefited by Withers Lumber Co's willingness to grant credit to Purchaser and that Withers Lumber Co would not grant credit to Purchaser without this Guaranty. The guaranteed obligations include any and all of Purchaser's liabilities, obligations, debts, and indebtedness to Withers Lumber Co and the full and prompt performance, observance, compliance, and satisfaction of all obligations on the part of Purchaser to be paid, performed, observed, complied with, or satisfied. Guarantor specifically recognizes and acknowledges the following: (1) this is a continuing and irrevocable guaranty and is binding on Guarantor as well as Guarantor's heirs, successors, and assigns; (2) this Guaranty creates direct and unconditional liability which may be enforced without requiring Withers Lumber Co to first exercise, enforce, or exhaust any right or remedy against Purchaser; (3) Guarantor waives presentment, demand, protest, notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of non-payment, and all other notices to which Guarantor might otherwise be entitled; (4) Guarantor agrees, in addition to the guaranteed obligations described in this paragraph, to reimburse Withers Lumber Co for all of Withers Lumber Co's costs and expenses, including reasonable attorney fees, incurred in collecting on or enforcing this Guaranty; (5) all parties signing hereunder are jointly and severally liable; (6) any title written near the signature of any Guarantor is not intended to limit or cancel the personal nature of this Guaranty and this Guaranty will be read as though no title is contained next to the signature; (7) Guarantor acknowledges that his/her personal credit history is a necessary factor in evaluating the amount of credit extended to Purchaser, and consents to and authorizes the use of consumer credit reports of the Guarantor by Withers Lumber Co as may be needed from time to time to evaluate the amount of credit extended to Purchaser. All of the terms and conditions in this application are included and incorporated into this Guaranty and Guarantor acknowledges that he/she has read and agrees to the same.

Personal guarantor: _____

Personal guarantor: _____

(Individual signature – no title)

(Individual signature – no title)

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