



# HARDWOOD INDUSTRIES, INC.

## CREDIT APPLICATION ACCOUNT AGREEMENT

**CORPORATE OFFICE**  
**WILL CALL & FLOORING**  
 20548 S.W. WILDROSE PLACE  
 SHERWOOD, OREGON 97140  
**503-692-6620**  
**1-800-745-6620**  
 FAX **503-692-3609**

**SEATTLE DIVISION**  
 20124 BROADWAY AVENUE  
 BUILDING D  
 WOODINVILLE, WASHINGTON 98296  
**425-420-1050**  
**1-888-750-5881**  
 FAX **425-420-1057**

**BRAIDED ACCENTS DIVISION**  
 14028 N OHIO STREET  
 RATHDRUM, IDAHO 83858  
**208-687-1200**  
 FAX **208-687-1500**

**BEND DIVISION**  
 61520 AMERICAN LANE  
 BEND, OREGON 97702  
**541-389-2236**  
 FAX **541-389-2792**

**MEDFORD DIVISION**  
 357 EHRMAN WAY  
 MEDFORD, OREGON 97501  
**541-779-0404**  
**1-800-669-0657**  
 FAX **541-779-0607**

COMPANY NAME			DBA/AKA			DATE		
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MAILING ADDRESS	STREET	CITY	STATE	ZIP
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SHIPPING ADDRESS (IF DIFFERENT)	YEARS IN BUSINESS
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PHONE ( ) ( )	FAX ( ) ( )	TYPE OF BUSINESS (DESCRIBE)	STATE CONTRACTOR LIC. NO.	DO YOU REQUIRE PURCHASE ORDERS <input type="checkbox"/> YES <input type="checkbox"/> NO
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**NAMES OF PROPRIETOR, PARTNERS, MEMBERS, CORPORATE OFFICERS**

NAME	TITLE	HOME ADDRESS (NOT P.O. BOX) INCLUDING CITY, STATE, & ZIP & PREVIOUS, IF LESS THAN 2 YEARS	HOME PHONE NO.	SOCIAL SECURITY NO.

**OTHER PERSONS AUTHORIZED TO PURCHASE**

NAME	NAME
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**BANK INFORMATION**

BANK REFERENCE	BRANCH	LOAN OFFICER	PHONE
PERSONAL CHECKING ACCOUNT NO.	BUSINESS CHECKING ACCOUNT NO.	LOAN TYPE	LOAN ACCT. NO.

**CREDIT REFERENCES – (GIVE ONLY NAMES OF BUSINESSES WITH WHOM YOU HAVE OPEN ACCOUNTS)**

NAME	ADDRESS	PHONE ( ) ( )

For the purpose of obtaining credit for material purchases from Hardwood Industries, Inc. ("Hardwood"), the undersigned Applicant(s) submit the above information which is warranted to be true and correct. Applicant grants Hardwood a continuing authorization to contact any bank and trade or credit reference and make all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting agencies. Applicant(s) further authorizes the release of information from any of these sources to Hardwood.

**By signing below, Applicant(s) agree(s) with all terms and conditions on page one and two (reverse side) of this form. Please read, acknowledge with initials, and return originals to Hardwood.**

AUTHORIZED SIGNATURE <b>X</b>	TITLE	TYPE OF BUSINESS ORGANIZATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC
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**\*\*\*\*\* IF CORPORATION OR LLC, PLEASE COMPLETE THIS SECTION \*\*\*\*\***

Personal Guarantee. To induce Hardwood to extend credit to the above named Applicant(s) and in consideration thereof, the undersigned, and, if more than one, jointly and severally, unconditionally personally guarantee all obligations of Applicant(s) to Hardwood, including but not limited to payments of all amounts, including invoice amounts, late payment charges, attorney fees and costs and any indebtedness which now or at any time in the future may be owing by the Applicant, or any successor thereof, to Hardwood, pursuant to the terms and conditions of the Account Agreement on the reverse of this form. Hardwood has a continuing authorization to update credit as it deems necessary as long as this guarantee is in effect.

_____ (Individually)	_____ (Individually)
Date _____	Date _____

<b>OFFICE USE ONLY</b>		<input type="checkbox"/> ORIGINAL APP.	<input type="checkbox"/> CREDIT LIMIT INCREASE
CREDIT REVIEW COMPLETED	REVIEWED BY	CREDIT LIMIT \$	SALESPERSON
			TERMS
			NOTIFIED



# HARDWOOD INDUSTRIES INC.

DATE

COMPANY NAME

DBA/AKA

## Account Agreement

In consideration of extension of credit by Hardwood, Applicant(s) agree(s) to the following terms and conditions regarding all purchases hereafter:

1. All charges are payable according to the terms of invoices unless otherwise agreed to by the parties herein. Applicant's obligation to pay said charges is not limited by any credit limits requested by the Applicant(s) or extension of credit by Hardwood. The amounts of any invoice issued by Hardwood shall be conclusively binding on Applicant(s) as due unless Applicant(s) object(s) to Hardwood in writing before invoice is due.

2. Late payment charges will be assessed on all past due invoices in accordance with the invoice terms of sale at the time of purchase. Applicant(s) agree(s) to pay late payment charges of 1.5% per month (18% per annum), or the maximum allowed by law, whichever is less, on all past due account balances.

3. Applicant(s) agree(s) to pay all reasonable attorney fees and costs incurred by Hardwood, including but not limited to any fees and costs incurred in arbitration, on appeal and in bankruptcy court, in enforcing any of the terms and conditions herein, regardless of whether suit or action is filed. If the account is turned over to a collection agency, Applicant(s) agree(s) to pay all collection fees and costs in collecting past due amounts. Jurisdiction for any action may, at the option of Hardwood, be in the courts of the State of Oregon, with venue in Washington County, Oregon. Applicant(s) hereby consent(s) to such jurisdiction and venue.

4. Non-conforming Goods. Limitation of Liability. Applicant(s) must provide Hardwood with notice of non-conforming goods within 48 hours of delivery, exclusive of weekends or holidays. Applicants' sole and exclusive remedy is replacement of the non-conforming goods, refund, or credit of the amount invoiced for the goods, at Hardwood's sole option. All returns must be pre-approved by Hardwood. All return freight charges must be paid by the Applicant(s). Applicant(s) further agree(s) that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Hardwood arising by reason of or related to goods including but not limited to the delivery, nondelivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort, and Applicants' right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.

5. Hardwood disclaims any and all warranties, expressed or implied, including those of merchantability or fitness for a particular purpose, concerning or relating to any and all goods, including but not limited to goods subject to this agreement.

Initial \_\_\_\_\_ Date \_\_\_\_\_

(Application is not void if you do not initial above.)