CREDIT APPLICATION and AGREEMENT

THE NATIONAL LUMBER FAMILY OF COMPANIES

National Lumber ☐ | Reliable Truss ☐ | Kitchen Views ☐ | National Millwork ☐ | Pro Insulators ☐ | Babel's ☐

Date: _____

Credit Line Requested: _____

NOTE: All sections and pages must be completed in full.

Please indicate the division through which you are applying. Agreement will govern purchases with all divisions.

Mail completed form to: National Lumber, 71 Maple St, Mansfield, MA 02048
or fax to: 508-809-5259 **or email to:** nlcredit@national-lumber.com

Company Information

Business Name: _____ Tax ID # _____

Type of Business: _____ ☐ Corporation ☐ Trust

Office Phone: (_____) _____ - _____ Fax: (_____) _____ - _____ ☐ Proprietorship ☐ Partnership

Street Address: _____ ☐ L.L.C. ☐ Other
Post Office Box addresses are not sufficient

City: _____ State: ____ Zipcode: _____ How long in business? _____

Mailing Address: _____ Owner's Email: _____
Only if different from address above

City: _____ State: ____ Zipcode: _____ Billing Email: _____

Corporation, Trust, LLC, and Partnership Information

For ALL Officers, Trustees, Members, Partners, Owners and Beneficiaries

Name/Title	Home Address	Social Security Number	Date of Birth
1. _____	_____	____ - ____ - _____	___/___/___
Home Phone# (_____) _____ - _____	Cell# (_____) _____ - _____	E-mail: _____	
2. _____	_____	____ - ____ - _____	___/___/___
Home Phone# (_____) _____ - _____	Cell# (_____) _____ - _____	E-mail: _____	
3. _____	_____	____ - ____ - _____	___/___/___
Home Phone# (_____) _____ - _____	Cell# (_____) _____ - _____	E-mail: _____	

Individual(s) Information

(If not a Corporation, Trust, LLC, or Partnership)

Full Name	Home Address	Social Security Number	Date of Birth
1. _____	_____	____ - ____ - _____	___/___/___
Home Phone# (_____) _____ - _____	Cell# (_____) _____ - _____	E-mail: _____	
Name of Employer: _____		Business# (_____) _____ - _____	
Billing Address: _____			
2. _____	_____	____ - ____ - _____	___/___/___
Home Phone# (_____) _____ - _____	Cell# (_____) _____ - _____	E-mail: _____	
Name of Employer: _____		Business# (_____) _____ - _____	
Billing Address: _____			

Bank(s) Holding Mortgage(s)

Bank Name: _____

Street Address: _____

City: _____ State: ____ Zipcode: _____

Account Number: _____

Loan Type: ☐ Permanent ☐ Construction ☐ Line of Credit

Name of Mortgage Officer: _____

Bank Name: _____

Street Address: _____

City: _____ State: ____ Zipcode: _____

Account Number: _____

Loan Type: ☐ Permanent ☐ Construction ☐ Line of Credit

Name of Mortgage Officer: _____

Supplier/Trade References

Name/Title	City/State	Telephone Number	Fax Number
1. _____	_____	(_____) _____ - _____	(_____) _____ - _____
2. _____	_____	(_____) _____ - _____	(_____) _____ - _____
3. _____	_____	(_____) _____ - _____	(_____) _____ - _____
4. _____	_____	(_____) _____ - _____	(_____) _____ - _____
5. _____	_____	(_____) _____ - _____	(_____) _____ - _____

In consideration of the extension of credit, the Customer agrees to the Terms of Agreement set forth on page 2.

Last Updated 01/09/2017

TERMS OF AGREEMENT

The undersigned, who hereby represent that he/she/they have authority to execute this Agreement, acknowledge and agree to the following terms in consideration of extension of credit by National Lumber Company and/or Reliable Truss and Components, Inc. or any of the divisions listed on the reverse ("Companies") :
1. That the customer/applicant ("Customer") shall pay all invoices within 30 days and has understood that an account established hereby will not be an installment or a revolving account. In regard to payments made by credit card, the undersigned agrees and acknowledges that Companies may impose an additional fee for processing for commercial accounts. Companies reserve the right to post payments as they deem fit, unless otherwise directed. It is understood and agreed that any payment(s) by any person(s) and/or entity(ies) other than Customer for any materials sold by Companies to Customer pursuant to this Agreement shall not be deemed to be a release of the Customer's obligations under this Agreement and Customer shall remain liable for all materials sold and delivered under this Agreement. 2. That any person(s) authorized to be on the premises and/or performing labor upon the premises shall be deemed to be the Customer's agent to accept and receive materials delivered unless otherwise advised in writing. Due to Companies' general delivery schedule of 6:00 am to 6:00 pm, Companies are authorized to leave the materials on the premises if no one is there to accept and receive same. It is understood and agreed that Companies shall in no way be responsible for the disposition of materials after delivery of materials to the premises. Moreover, Companies shall not be responsible or liable to the Customer, or any of its agents, servants, or employees, assigns, or subcontractors, for any delay, non-delivery, or default in shipment in whole or in part for any reason or cause. 3. That the Customer shall pay a service charge of one and one-half percent (1½%) per month, compounded, on any balance remaining unpaid after the last day of the month of the month that follows purchase(s). 4. That if the Customer's account is placed in the hands of an attorney for collection, including an in-house or company attorney, the Customer agrees to pay reasonable attorney's fees and all costs of collection. 5. It is understood and agreed that all credit agreements and personal guaranty agreements executed by any persons previously involved or associated with the customer entity, or its predecessors, shall remain in full force and effect.

It is understood that this application and agreement shall be utilized by the Companies for the extension of credit to this Customer by either or both of the Companies whenever that may occur and that these terms herein will govern whether either or both of the Companies extend credit. Furthermore, it is understood and agreed that Companies may seek credit information regarding the Customer, and/or its principals, officers and managers from a credit reporting service before extending credit and at other times thereafter from time to time to assist Companies in its evaluation of the Customer's credit situation. This Agreement shall be binding upon the undersigned, his/her/its administrators, executors, heirs and assigns.

This Agreement is intended to cover any and all of the Customer's accounts with Companies, including related accounts, or those accounts in the name of any agent or related entity, including any accounts opened by Companies subsequent to this Agreement and shall cover all extensions of credit even if in excess of the credit line requested. All the terms and provisions of all pages/sides of this document are a part of this Agreement to which the Customer and any guarantors, agents, servants, and/or employees, acknowledge and agree to be bound thereby by accepting any consideration from Companies, including the extension of credit. It is agreed and understood that any emailed or faxed versions of this agreement will be deemed an original agreement.

This Agreement shall be the entire agreement between the parties and supersedes all representations or conditions contained in any other previous agreements, and/or purchase orders, and the terms of this Agreement shall supersede any contradictory or inconsistent or additional material terms by any subsequent agreement between the parties unless and until Companies expressly consents to such terms and such consent is in writing and signed by an officer or duly qualified agent of Companies.

It is understood and acknowledged that this Agreement and any disputes arising from the sale and delivery of lumber and building materials, including specially ordered materials, whether sold on credit or otherwise, shall exclusively be governed in all respects by the laws of the Commonwealth of Massachusetts. Further, it is hereby agreed and acknowledged that any and all claims, disputes or controversies whatsoever arising from or in connection with this Agreement and the sale and delivery of lumber and building materials, including specially ordered materials, whether sold on credit or otherwise, shall exclusively be commenced, filed and litigated, if at all, before a court of proper jurisdiction located in the Commonwealth of Massachusetts. Moreover, the Customer, and on behalf of all employees, servants, agents, or guarantors, hereby waives any right to a trial by jury. Any damages recoverable by Customer against Companies for alleged defective materials shall be limited to replacement value of the materials and by any manufacturer warranty. It is also understood and agreed that Customer waives the right to recover any consequential damages against Companies relative to any breach by Companies.

Signature: X_____ Title: _____ Date: X_____

Signature: _____ Title: _____ Date: _____

GUARANTY

In consideration of Companies' extension of credit to the applicant/customer ("Customer") on the previous pages/side hereof, the undersigned hereby unconditionally and personally guarantees the timely payment to Companies of all sums, even if in excess of the applied for or established credit line, now due or that may hereafter become due and payable by virtue of Companies' extension of credit to the Customer including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and the undersigned, and lawful interest on said sum. The undersigned each acknowledge that he/she has read the "Terms of Agreement" enumerated above and agree to be bound by such terms.

The liability of the undersigned shall be primary, and if more than one person or entity signs this Agreement, shall be joint and several, and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon any recourse to any remedies against the Customer, except that the undersigned shall receive credit for any sum received on Customer's account. The undersigned hereby waives any notice of time and amount of extension of credit to the Customer, as well as rights of set-off, redemption and counterclaim that may be alleged to exist in favor of Customer. The incorporation, merger, reorganization, dissolution, termination or sale of Customer's business shall not operate as a termination of this guaranty.

It is understood and agreed that Companies may seek credit information regarding any guarantor(s) from a credit reporting service before extending credit and thereafter from time to time.

This Agreement is intended to cover any and all of the Customer's accounts with Companies, including related accounts, or those accounts in the name of any agent or related entity, including any accounts opened by Companies subsequent to this Agreement. This Agreement will remain in full force and effect until 14 days after withdrawn by a letter in writing sent by certified mail, return receipt requested and received at Companies' business address. Such withdrawals shall be effective prospectively only, and this Agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from Customer as a result of transactions through and including the date 14 days after said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon his/her/its default.

This Agreement is a Massachusetts contract and shall be interpreted under the Laws of said Commonwealth and shall be effective immediately. This Agreement shall be binding upon the undersigned, his/her/its administrators, executors, heirs and assigns. It is understood that any dispute relative to this guaranty shall be brought forth in a Massachusetts court of competent jurisdiction and that the undersigned waive(s) any right to a trial by jury.

WITNESS my/our hand(s) and seal(s) this X_____ day of _____ 20___. All signatures must be witnessed.

Signature **Individually** as Guarantor: X_____ **Witness** Signature: X_____

Please Print Name: _____ Please Print Name: _____

Signature **Individually** as Guarantor: _____ **Witness** Signature: _____

Please Print Name: _____ Please Print Name: _____

Signature **Individually** as Guarantor: _____ **Witness** Signature: _____

Please Print Name: _____ Please Print Name: _____

Categories: P _____ C _____ SC _____ BC _____ SM _____ CL _____ FS _____

Questions? Call 508-339-8020. Completion of areas marked with an "X"is required.