



PO Box 6213 Annapolis, MD 21401
 Annapolis Office: 800-255-3405 Boston Office: 800-542-3327
 Credit Dept. Phone: 410-280-6890 Fax: 410-280-0967
 www.capitalforest.com

Internal Use Only
 Start Date: _____
 Account #: _____
 Salesman: _____
 \$ _____
 Notes: _____

CONFIDENTIAL CREDIT APPLICATION

Please Print

Legal Company Name: _____

Primary Line of Business: _____

Legal Status: Sole Proprietor Partnership
 Corporation LLC Other _____

Federal ID #: _____ **Year Business Started:** _____

If Sole Proprietor, Then SS #: * _____

Billing Address: _____

Accounts Payable Contact Information:

Name: _____

Shipping Address: _____

Address: _____

Owner/Officer Name: _____

Phone: _____

Title: _____

Fax: _____

Phone: _____

Email: _____

Address: _____

Please indicate how you would like to receive your invoices:

Fax Email Mail

Trade References:

Bank Name: _____

1. Name: _____

Bank Address: _____

Phone: _____ **Fax #:** _____

2. Name: _____

Bank Contact Name: _____ **Phone:** _____

Phone: _____ **Fax #:** _____

Bank Account #s: 1. _____ 2. _____

3. Name: _____

Please include a copy of your state sales tax or exemption certificate(s) with this application.

Phone: _____ **Fax #:** _____

The undersigned acknowledges that he/she have read and understand the standard terms and conditions of sale contained on the reverse side hereof, which are made a part of this application. The undersigned affirms, under penalties of perjury, that the contents of the foregoing credit application are true, correct and complete. The undersigned further authorizes Capital Forest Products, Inc. (CFP) to contact the trade and bank references contained herein for credit verifications and contact mercantile agencies for credit reports. The undersigned acknowledges he/she must notify CFP in writing, and by certified mail of any change in ownership, the name or the business structure under which credit is established. CFP may at any time cease further extensions of credit without notice.

*EOA Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue NW, Washington, D.C. 20580.

Authorized Signer/Officer: _____

Signature

Title

Printed Name

Date

STANDARD TERMS AND CONDITIONS OF SALE

Seller will accept Buyer's orders described on the express condition that Buyer assents to the promises, terms and conditions set forth below, whether or not they are additional to or different from any terms and conditions proposed by Buyer.

- 1. DELIVERIES.** The goods described on the face hereof ("Goods") will be delivered F.O.B. mill, freight allowed to destination. Unless otherwise specified on Buyer's order shipment may be made by the method or carrier deemed most feasible by Seller.
- 2. RISK OF LOSS.** After delivery of the Goods to the carrier, and in other circumstances as provided by law, Buyer shall bear all risks, including, but not limited to, risks of loss, damage, deterioration or destruction of the products delivered to the carrier whether or not the products so delivered are conforming or non-conforming, whether or not a right of rejection exists in Buyer's favor, and whether or not Buyer rightfully revokes acceptance the occurrence of any such risks shall not release Buyer from its obligations hereunder.
- 3. WARRANTIES.** Seller warrants only that the Goods conform to Seller's published specifications, if any, and the description on the face hereof. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT OF THE PATENT RIGHTS OF OTHERS OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE.
- 4. CREDIT.** Any extension of credit is subject to final approval by an authorized person at Seller's home office. In the absence of a quotation to Buyer, payment shall be made within thirty days from day of arrival of the Goods at the destination appearing on the bill of lading pertaining to the Goods, if any, or in the absence of a bill of lading on this invoice.
- 5. PAYMENT.** Unless otherwise agreed in writing, payment of the purchase price shall be made at par in legal tender of the United States of America and in accordance with the terms stipulated herein.
- 6. SERVICE CHARGE.** A service charge of one and one half percent (1 Y2%) per month, or fraction thereof, will be charged on all unpaid amounts after due date.
- 7. MODIFICATION.** No modification of any promise, term or condition of sale shall be of any force or effect unless signed by an officer of Seller.
- 8. CLAIMS OF BUYER.** As a condition precedent to recovery of any claim of any kind, Buyer must comply with the following. All claims of any kind, except nonreceipt, must be made to Seller within five days after receipt of shipment. Claims for nonreceipt must be made in writing delivered to Seller within twenty days after receipt of this invoice. Seller's liability for breach of warranty, as defined in paragraph 3 hereof, shall arise only upon prompt return of the products claimed to be defective at Buyer's expense and after due notice to Seller of the claimed breach, as set forth in this paragraph 8.
- 9. BUYER'S EXCLUSIVE REMEDIES.** Any claim for nonreceipt of all or part of Buyer's order shall be limited to the purchase price of the products not delivered as shown on the reverse side hereof. Any other claim of any kind shall be limited to the purchase price of the goods affected, as shown on the reverse side hereof. Notwithstanding anything to the contrary contained herein, customs liability for breach of warranty shall be limited to the furnishing of a like quantity of the same products free from defects or, at Seller's option, to the refunding of the purchase price of the defective product, as stated on the reverse side hereof. Settlement of claims except claims pertaining to hardwood, will be governed by procedures and rules, applicable to the products involved, either of the association covering such products or, in the absence of any such rules of any such association, on procedures which are customary in the industry and on other trade customs. All hardwood claims will be governed by National Hardwood Lumber Association rules and National Hardwood Lumber Association sales code. The foregoing shall constitute Buyer's exclusive remedies.
- 10. RISK OF SELLER'S NONPERFORMANCE.** The following shall be hereinafter known as "Nonliability Events," action by governmental authority, public enemy, insurrection, rebellion, or riot; fire; explosion; flood; severe weather conditions, accidents, labor trouble or strikes; shortage of inventory, raw material, power or fuel; difficulties with equipment or transportation; or act of God or any other causes or events beyond Seller's control. In the event of delays in delivery or nondelivery of the Goods which, directly or indirectly, were caused by a Nonliability Event or to which a Nonliability Event contributed, Seller shall not be liable for damages whether direct, incidental, or consequential, and (a) the time of performance shall, at Seller's option, be extended in whole or in part until the termination of the Nonliability Event and for an additional period thereafter reasonably necessary to cure the effects thereof, or (b) at Seller's option, a part or all of the Goods affected may be eliminated from the contract of sale, without any liability to Seller (as stated above), and the contract price shall be appropriately reduced.
- 11. TAXES.** Any excise, sales, use or similar taxes, or other taxes, imposed by the laws of the United States, or of any state, municipality or other authority, which Seller may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use or sale of the Goods shall be the responsibility of the Buyer; Seller may invoice Buyer thereof as Seller may determine, as such taxes, unless separately itemized, are not included in the price of the Goods.
- 12. ASSIGNMENT.** The contract of sale of the Goods ("Contract") is not assignable in whole or in part by Buyer without the written approval of Seller, and any attempted assignment shall be void.
- 13. INSPECTION.** Buyer has no right of inspection, inspection shall not be a condition to Buyer's duty to pay or to any other duty.
- 14. NO SALES "ON APPROVAL" OR "SALE OR RETURN".** No sale is made on approval or under a sale or return. Seller may, however, as its option, allow a return. Any such return shall be at Buyer's sole risk and expense, return shall be effected only upon actual delivery to Seller or as otherwise instructed by it in writing. No credit, whether by refund of monies paid or by allowance against monies due, shall be given until such actual receipt by Seller of return products in the same conditions as they were when delivered to the carrier by Seller for original shipment to Buyer.
- 15. GOVERNING LAW.** The Contract shall be governed by the laws of the State of Maryland.
- 16. TENDER OF GOODS.** Tender of Goods shall not be a condition to Buyer's duty to pay under the terms of the Contract.
- 17. SELLER'S NON-EXCLUSIVE REMEDIES.** Upon any breach by Buyer of any promise, term, and/or condition contained herein, including, but not limited to the non-payment by Buyer of any amount due hereunder, or if Seller deems itself insecure, Seller may at its option and without prejudice to or limitation of any other legal remedy hereunder, by law, or otherwise, all of Seller's remedies being cumulative, (a) Suspend further deliveries, even though partial payment for undelivered Goods has been received; (b) Demand adequate assurance of due performance, including, but not limited to the delivery to Seller of a third party bond satisfactory to Seller in Seller's sole discretion; (c) Identify to the contract finished or unfinished Goods at Buyer's sole risk, Buyer hereby waiving the provisions of Commercial Code Section 2-613 or any similar applicable provisions of law; (d) Declare the unpaid balance of the contract immediately due and payable; (e) Repossess and/or reclaim the Goods or any part thereof, and Buyer hereby agrees, upon demand, to assemble the Goods, or any part thereof, and ship the Goods or any part thereof to Seller, at Buyer's expense, all in accordance with Seller's instructions. Buyer hereby grants Seller a security interest in the Goods and any and all proceeds thereof and accessions thereto to secure all of Buyer's obligations hereunder and hereby irrevocably appoints Seller as the Buyer's attorney-in-fact to execute, deliver and/or file all documents necessary and/or desirable to effectuate the purposes of this paragraph, including, but not limited to, appropriate financing statements; (f) Collect from Buyer all costs of collection, including, but not limited to, attorney's fees of fifteen percent (15%) of all amounts owed to the Seller under the Contract, incurred in enforcing any right or remedy hereunder or in law, pertaining in whole or in part to the Goods.
- 18. CONFESSION OF JUDGEMENT.** The Buyer authorizes and empowers any attorney or clerk of any court, upon a failure by the Buyer to pay all amounts due under the Contract, when such amounts are declared due by Seller (whether by maturity, acceleration or otherwise) to appear for Buyer in that court (as of any term) and to confess judgment against Buyer and in favor of Seller without giving prior notice to or serving process on Buyer, for the full amount owed to Seller under the Contract, plus an attorney's fee equal to fifteen percent (15%) of said sums, hereby waiving and releasing to the extent not prohibited by law, all errors and rights of appeal, exemptions, and stays of execution upon any real or personal property to which Buyer might otherwise be entitled under any present or future law.
- 19. WAIVER OF JURY TRIAL.** The Buyer agrees that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by the Buyer or any of its successors or assigns, on or with respect to the Contract, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. THE BUYER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTIONS OR PROCEEDINGS.
- 20. ADDITIONAL CHARGES.** Stop-over charges, lot loading charges, demurrage charges at Buyer's siding and the like, which Seller may be required to pay, or to reimburse to others, by reason of the sale of the Goods shall be the responsibility of the Buyer. Seller may invoice Buyer therefore as Seller may determine, and such charges are not included in the price of the Goods.
- 21. JURISDICTION AND VENUE.** The Buyer consents to the jurisdiction of the Courts of the State of Maryland, including the jurisdiction of the United States District Court for the District of Maryland (to the extent diversity of citizenship or any other jurisdictional basis exists) and agrees that venue shall be proper in any county, in the City of Baltimore, or in the United States District Court for the District of Maryland, if suit is filed to enforce, interpret or construe the Contract. The Buyer agrees to stipulate in any future proceeding brought in connection with the Contract, that the Contract is to be considered for all purposes to have been executed and delivered within the geographic boundaries of the State of Maryland, even if, in fact, the Contract was executed and delivered elsewhere.
- 22. INTEGRATION CLAUSE.** These Standard Terms and Conditions of Sale constitute the entire agreement of the parties.