

CAPITAL

2111 E. Highland Ave., Ste. 155, Phoenix, AZ 85016-4757
Phone (602) 381-0709 Fax (602) 955-6191

Credit Application

If you have any questions regarding this application, please contact the Credit Department

Company Name:

dba:

Fed Tax ID No.:

P.O. Box:

State:

Zip:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Accounts Payable Contact:

Purchase Order Required? Yes No

Statement Required? Yes No

Resale Certificate? Yes No (If yes, please attach)

Credit Line Requested _____ Years in Business _____ Business Type _____

Financial Statements Available? Yes No Enclosed

Individual/Proprietorship

Partnership

Government Agency

Corporation Incorporated in State of _____ On _____.

The Customer has a total of _____ corporate officers, shareholders, partners, general partners or proprietors.

For each person, please provide the following information (Use additional sheet if necessary)

Name & Title:

Name & Title:

Address:

Address:

City:

City:

State:

Zip:

State:

Zip:

Social Security # :

Social Security # :

Shares Owned:

Shares Owned:

Bank Information

Bank:

Account #:

Address:

City:

State:

Zip:

Phone Number:

Bank Officer:

Trade References

Name:

Name:

Address:

Address:

City:

State:

City:

State:

Zip:

Phone:

Zip:

Phone:

Name:

Name:

Address:

Address:

City:

State:

City:

State:

Zip:

Phone:

Zip:

Phone:

NOTICE TO APPLICANT: CREDIT WILL BE EXTENDED BASED UPON THE INFORMATION YOU FURNISH AND UPON THE CONDITIONS STATED BELOW. PLEASE READ THIS ENTIRE SECTION PRIOR TO SIGNING THIS APPLICATION. BY SIGNING BELOW, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED IN THIS APPLICATION.

1. Capital Lumber Company will be referred to as "Capital" and the person, organization, or corporation completing this Application will be referred to as the "Customer".
2. Customer (including each individual who signs this Application on Customer's behalf) understands that Capital is extending credit based upon the information given in the Application. Each individual warrants that the information given on this Application is true and correct and understands that the information is given for the purpose of inducing Capital to extend credit to the Customer. The Customer authorizes Capital to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
3. In the event financial statements are submitted with the Application for Credit, the individual(s) signing this Application warrant(s) the accuracy of such financial statements. Additionally, the Customer agrees to furnish Capital, upon request, a complete updated financial statement pertaining to the Customer's operation and financial condition and other documents to support the financial statement that Capital may reasonably, from time to time, request. Additionally, in the event there is any material change in the Customer's financial condition, the Customer agrees to notify Capital in writing.
4. Granting of Security Interest. The Customer hereby grants to Capital a security interest in all products which Customer now or anytime hereafter purchases from Capital. Customer also authorizes Capital to file a UCC Financing Statement in connection with such security interest as and to the extent and at such time as deemed necessary or appropriate by Capital.
5. The Customer agrees to pay all accounts due Capital as follows: The Customer agrees to make payment according to the terms stated on the invoice. The Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or the maximum late charge allowed by law, whichever is less) on all amounts that are delinquent. In the event that Capital engages an attorney or collection agency to collect delinquent amounts from the Customer, whether such amounts were incurred on invoices or pursuant to a contract between Capital and the Customer, the Customer shall pay for all costs and expenses incurred by Capital (including the fee charged by an attorney or a fee charged by a collection agency), all delinquency charges, and any other costs which can be legally assessed against the Customer.
6. There are no warranties, expressed or implied, of fitness, merchantability, or otherwise, in the sale of materials to the Customer which extend beyond the warranties described in the contract documents, in the event there is a written contract, or on the face of an invoice or purchase order.
7. In the event the Customer disputes any charges made on invoices received by the Customer, the Customer agrees to inform Capital within ten (10) days of the receipt of the invoice of any disputed items charged to the Customer by Capital.
8. The Customer shall notify Capital in writing at least thirty (30) days prior to any change of ownership of (i) the Customer or (ii) the Customer's business, which notice shall include a complete credit application for the new owner. Customer shall be liable for all purchases by any buyer of the business should said notification not be given. Upon change in ownership, Capital may, in its sole discretion and regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand and refuse to make any further deliveries pending approval of the new owner's credit, which approval shall be at Capital's sole discretion.
9. All sales to Customer are final. Customer must obtain Capital's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
10. Capital has the express authority to send the Customer (via fax) any and all information deemed necessary by Capital. This includes but is not limited to invoices, statements, and sales or promotional ads. This authorization shall extend until such time as Capital has received written notice of revocation from the Customer.

Authorized Signature: _____ Title: _____ Date: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex or marital status. The Federal Agency, which administers compliance with this law, is the Federal Trade Commission, Washington, D.C., 20580.

PERSONAL GUARANTY

To induce Capital Lumber Company ("Capital") to extend credit to _____ (the "Customer") the undersigned Guarantor(s) guarantee unconditionally the prompt payment by the customer to Capital of all sums now owing or which may hereafter become due and owing to Capital from Customer, including principal, interest attorneys' fees and costs, and any additional charges and expenses.

If the Customer defaults on payments due Capital, Capital may proceed against the Guarantor(s) and shall not be required to first proceed against the Customer or to collect upon any security or exhaust any legal remedies against the Customer. By proceeding against the Guarantor(s), Capital shall not be deemed to have waived any rights against the Customer.

The Guarantor(s) hereby waive notice of any extension of time for payment by the Customer or any other modification of the terms of agreement for sale or credit granted by Capital to the Customer; notice of the Customer's default; notice of the granting of additional credit to the Customer; acceptance of this Guaranty; or, the settlement or resolution disputes between Capital and the Customer. Additionally, the undersigned hereby agree to hold Capital harmless from any loss, damage and expense caused or arising out of any default on the part of the Customer.

This Personal Guaranty is continuing and will remain in force and effect until such date as Capital receives written notice (at Capital's address set forth in the Credit Application) from a Guarantor(s) of its desire to terminate its obligations as to any future credit extended to Customer. The Guarantor(s) understand that in the event one or more of them gives such written notice of termination to Capital, they are jointly and severally liable for all charges and expenses through and including the date of termination plus charges, expenses and attorney's fees arising under this Personal Guaranty.

In the event there is more than one Guarantor, the liability between Guarantors shall be joint and several; however, it is not necessary for Capital to proceed against all Guarantors. If Capital proceeds against less than all Guarantors, it does not waive its right to proceed against the remaining Guarantors.

In the event any proceedings are brought by Capital on this Personal Guaranty, the Guarantor(s), in addition to the sums owed by the Customer to Capital, agree to pay Capital all additional interest, charges and expenses, including reasonable attorneys' fees and costs.

Invalidity of any portion hereof shall not affect the obligations contained in the remainder of this Personal Guaranty.

Dated this _____ day of _____, 20_____.

Guarantor Signature

Guarantor Signature

Print or type name

Print or type name

Guarantor Signature

Guarantor Signature

Print or type name

Print or type name

If Guarantor is married, ANA requires that Guarantor's spouse also sign this Personal Guaranty in one of the spaces provided above.

STATE OF
COUNTY OF

Subscribed and sworn to before me by

on this _____ day of _____, 20_____.

My commission expires:

Notary Public

(SEAL)d