



# TREE PRODUCTS HARDWOODS

150 SENECA ROAD • EUGENE, OR 97402  
541-689-8515 • 1-800-TPH-WOOD • FAX 541-688-4924

## APPLICATION FOR CREDIT

FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ FAX # \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ SOC SEC # \_\_\_\_\_

\_\_\_\_\_ DATE ESTABLISHED \_\_\_\_\_ FED TAX ID# \_\_\_\_\_

\_\_\_\_\_ ESTIMATED CREDIT REQUIREMENTS

CHECK ONE:

\_\_\_\_\_ CORP \_\_\_\_\_ LLC \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP

NAME & ADDRESSES OF OWNERS, PARTNERS, OR PRINCIPLES:

\_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_ PHONE: \_\_\_\_\_

BANK NAME, ADDRESS, & ACCOUNT NO. \_\_\_\_\_

TRADE REFERENCES: NAME, ADDRESS & FAX NO.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FINANCIAL STATEMENT: \_\_\_\_\_ ENCLOSED \_\_\_\_\_ AVAILABLE  
UPON REQUEST

Unless otherwise agreed upon in writing, terms of sale are Net 30 days from Date of Invoice, allowing a 1% discount if paid within 10 days of invoice date when entire account is current. This application is subject to acceptance by Tree Products Hardwoods, LP (TPH) and subject to the Terms and Conditions of Credit attached hereto. Any overdue payments shall bear charges at the rate of eighteen percent (18%) per annum. Should it be necessary for TPH to retain an attorney for collection, the debtor shall be responsible for all collection fees. TPH retains the right to cancel slow paying accounts. The signature below authorizes TPH to obtain commercial and consumer credit reports.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_



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## TERMS AND CONDITIONS OF CREDIT

IN CONSIDERATION of the extension of credit by Tree Products Hardwoods, LP. ("TPH") to the below-named applicant (the "Applicant"), and to induce such extension of credit, the Applicant hereby agrees to the following terms and conditions (such terms and conditions are referred to collectively herein as the "Agreement"):

**INTEREST CHARGE:** An interest charge of eighteen percent (18%) per annum will be assessed on all overdue payments.

**CHANGE IN OWNERSHIP, BUSINESS NAME OR BUSINESS STRUCTURE:** Applicant agrees to notify TPH in writing prior to any change in ownership, a change in the name of the business and/or a change in the structure of the business operated by Applicant.

**CREDIT FOR BUSINESS PURPOSE:** Applicant understands and agrees that any credit extended by TPH is solely for business purposes and is not intended for personal, family or household purposes.

**SECURITY INTEREST:** As security for the payment of all unpaid balances and all other obligations from time to time owing by Applicant hereunder, Applicant hereby assigns and grants to TPH a continuing and first priority lien on and security interest in and upon all goods and inventory sold by TPH to Applicant. TPH shall have a purchase money security interest in such goods and inventory.

**GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE:** The laws of the state of Oregon shall govern any and all disputes arising under this Agreement without regard to conflict of laws principles. Any legal action or proceeding with respect to this Agreement shall be brought in Lane County Circuit Court in the state of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon and Applicant hereby consents to the exclusive jurisdiction of such courts in any such action or proceeding and waives any objection to such venue.

**COLLECTION FEES, COSTS AND EXPENSES:** In the event TPH incurs any fees, costs and/or expenses in the enforcement of any of the terms or conditions of this Agreement and/or in the collection of any unpaid account balance, TPH shall be entitled to reimbursement of any and all said fees, costs and/or expenses, including reasonable attorney's fees. In the event of litigation or other proceedings, including any action or proceeding in bankruptcy, the prevailing party shall be entitled to recover from the other party, in addition to any other recovery, such party's costs and reasonable attorney's fees incurred in such litigation and/or other proceeding, in both trial and in all appellate courts, and reasonable post judgment collection costs, including reasonable attorney's fees.

**CREDIT REPORT AUTHORIZATION:** Applicant hereby authorizes TPH to obtain a credit report for the purpose of evaluating the creditworthiness of Applicant.

**AUTHORITY:** The person executing this agreement represents and warrants to TPH that he/she has the authority to bind the Applicant and is authorized by the Applicant to enter into this Agreement.

IN WITNESS WHEREOF, the Applicant has executed this Agreement as of the date set forth below.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title



# TREE PRODUCTS HARDWOODS

632 SHELLEY STREET • SPRINGFIELD, OR 97477  
541-689-8515 • 1-800-TPH-WOOD • FAX 541-688-4924

## GUARANTY

IN CONSIDERATION of the extension of credit to the above-named Applicant, and to induce such extension of credit, the undersigned does hereby personally guarantee the prompt and complete payment when due, without any prior notice, claim or demand, of every claim, late charge, account, or money due which may hereafter arise in favor of Tree Products Hardwoods, LP ("TPH") against the Applicant. This is a continuing guaranty and shall remain in full force and effect until revoked by the undersigned by notice in writing to TPH, but such revocation shall be effective only as to claims of TPH which arise out of transactions entered into after the receipt of such notice. The obligations of the undersigned hereunder shall not be affected by any surrender or release by TPH of any other security held by it for any claim hereby guaranteed. The bankruptcy of the Applicant shall not relieve the undersigned of any of the undersigned's obligations under this Guaranty.

Upon default, the undersigned agrees that TPH shall not be required to initiate an action, or exhaust TPH's legal remedies against the Applicant, to enforce this Guaranty, and TPH may declare the entire unpaid balance of any and all amounts owing under this Guaranty immediately due, without prior notice, and proceed to collect the same. In addition, the undersigned shall pay for all fees, costs and expenses incurred by TPH in the enforcement or interpretation of this Guaranty, including without limitation attorney's fees and legal expenses, whether or not there is a lawsuit, and including such fees and costs incurred in any bankruptcy proceedings or appeals. The undersigned will also pay any court costs, in addition to all other sums provided by law. This Guaranty shall bind the undersigned and the undersigned's heirs, personal representatives, trustees, and assigns. This Guaranty shall inure to the benefit of TPH and its successors and assigns.

Signature

Date

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