

Davis-Hawn Lumber Co. & Davis-Hawn Architectural Millworks LLC
(Herein after collectively referred to as “Davis-Hawn”)

CREDIT APPLICATION AND ACCOUNT AGREEMENT
Herein after referred to as “Credit Application”

INSTRUCTIONS

1. Type or legibly print all information requested on the Credit Application.
2. If you do not pay sales tax; we must have a completed and signed Sales Tax Resale or Exemption Certificate on file sent with this Credit Application.
3. If your company is not a publicly held corporation, we will require a Personal Guaranty Agreement be executed. All requests for credit of \$10,000.00 or greater, you must include financial statements (i.e., Balances Sheet, Profit & Loss)
4. Statement, Statement of Cash Flow, etc.), previous year's tax return or Personal Guaranty Agreement signed with social security number.
5. Pertinent information on this application that should not be left blank are the following:
 - a. Business Full Legal Name and DBA
 - b. Applicant's Full Legal Name
 - c. Complete contact information
 - d. Entity Type (i.e., corporation, partnership, etc)
 - e. Federal Tax ID
 - f. Credit limit request
 - g. Company / Principal bankruptcy line
 - h. Bank and Three Trade References, which includes account numbers, contact person, phone, fax
 - i. Officer / owner information
6. Email or fax the completed documents, including Credit Application, Agreement to Terms and Conditions of Sale and Personal Guaranty:
 - a. Email to Molly Bailie at molly@davis-hawn.com
 - b. Fax to Accounting Department (214) 942-7293
 - c. Original documents can be mailed:
Davis-Hawn Lumber Co.
Attn: Accounting Department
1941 S. Beckley Ave.
Dallas, TX 75224

Please Note:

If you are purchasing materials from Davis-Hawn to resale in its original form, please complete the Texas Resale Certificate.

If you are purchasing material from Davis-Hawn to be used in the manufacture of a product for resale, please complete the Texas Sales and Use Tax Exemption Certificate.

Should you need either of the above forms please contact Molly Bailie, Accounting Manager by email molly@davis-hawn.com, calling 214-946-8123, or by fax -214-942-7293.

Thank you for your interest in Davis-Hawn

Davis-Hawn Lumber & Davis-Hawn Architectural Millworks

1941 S Beckley Ave., Dallas, TX 75224 214-946-8123 (Phone) 214-942-7293 (Fax) www.davis-hawn.com

Credit Application

BUSINESS INFORMATION

Salesman: _____

Business Legal Name _____

Applicant's Full Legal Name: _____ Date: _____

Address: _____
Street City State Zip

Mailing Address: _____
Street City State Zip

Phone: _____ Email: _____

Fax: _____ Website: _____

Entity Type: Corporation LLC Partnership Sole Proprietorship Other _____ Organization Date _____

Accounts Payable:

Fed Tax ID #: _____ Contact: _____

Soc Sec # if individual: _____ Phone: _____

D & B #: _____ Email: _____

Types of Business: Custom Builder Remodel Commercial Other _____

Purchase Order Required? Yes No Taxable? Yes No (Attached exemption form)

Authorized Purchasers, REQUIRED: _____

Requested Credit Limit: \$ _____

Has the Company or any of its Principals ever filed for Bankruptcy? Yes No

If Yes, provide details: _____

BANK REFERENCE

Bank: _____ Office Name _____

Phone: _____ Fax: _____ Branch: _____

Acct #: _____ Type of Acct: _____ Location: _____

TRADE REFERENCES

Company: _____ Contact Person: _____

Address: _____

Street City State Zip

Phone: _____ Fax: _____ Email: _____

Company: _____ Contact Person: _____

Address: _____

Street City State Zip

Phone: _____ Fax: _____ Email: _____

Company: _____ Contact Person: _____

Address: _____

Street City State Zip

Phone: _____ Fax: _____ Email: _____

OFFICER / OWNER INFORMATION

Name: _____ Title: _____ Soc Sec#: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Title: _____ Soc Sec#: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Required Applicant's Initials _____

Applicant Name (required): _____

TERMS AND CONDITIONS

All sales of goods by Davis-Hawn Lumber Co. and/or Davis-Hawn Architectural Millworks LLC ("Davis-Hawn") to the customer submitting this Credit Application and Account Agreement ("Credit Application") for Credit ("Customer") are subject to the following terms and conditions:

1. Customer agrees to pay for and authorizes Davis-Hawn to deliver goods, wares and merchandise, with or without a signed written receipt, to job sites or other locations that Customer directs.
2. Customer will inspect all goods purchased and notify Davis-Hawn of any claimed defect or nonconforming goods within Five (5) Days of delivery. In the absence of such notice, Customer shall be deemed to have accepted the products as delivered, and Davis-Hawn shall have no liability whatsoever. Customer's sole and exclusive remedy is replacement of the nonconforming goods or refund of Customer's payment, at Davis-Hawn's sole option. Davis-Hawn assumes no responsibility for goods meeting any job **specifications or requirements, unless specifically so stated in writing.**
3. **Payment terms are Net 10th Prox.** The books are closed on the last business day of the month and all charges made for that month are due and payable on the 10th of the following month. All past due amounts will be subject to a finance charge of one and one half percent (1-1/2%) per month (18% per annum), or the highest legal rate, whichever is less. All invoices are payable to Davis-Hawn at 1941 S. Beckley Ave., Dallas, Texas 75224. Customer agrees to pay its account within the terms stated above. Customer expressly agrees that it shall be liable for and pay all costs and expenses incurred by Davis-Hawn in collecting any past due invoices. If the account becomes past due for any reason, Davis-Hawn may engage a collection agency and/or attorney to pursue collection. Customer shall be liable for all attorneys' fees, collection agency fees, fees incurred to perfect a bond claim or mechanic's lien or otherwise secure the debt, court cost and expenses, including any expert witness fees, incurred in pursuit and/or collection of any amounts past due.
4. Customer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. **DAVIS-HAWN MAKES NO EXPRESSED OR IMPLIED WARRANTIES. DAVIS-HAWN HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCE, WILL DAVIS-HAWN BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. DAVIS-HAWN'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY DAVIS-HAWN.**
5. Davis-Hawn may place merchandise on or in Customer's vehicle at Davis-Hawn's location, but Customer has sole responsibility for safely securing the merchandise to the vehicle.
6. Normally stocked items in resalable condition may be accepted for credit return subject to a minimum 15% restocking charge. Goods will not be accepted for return after 30 days from date of delivery. All goods tendered for return are subject to inspection by Davis-Hawn, which shall not under any conditions be obliged to accept any damaged, altered or otherwise "not suitable for resell" merchandise for return. Specially ordered items may not be returned for credit.
7. Davis-Hawn may at any time and periodically modify the limits of the credit account available to Customer and the terms and conditions upon which credit accommodations will be extended to Customer. Davis-Hawn reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances.
8. All obligations incurred by Customer to Davis-Hawn are performable in Dallas, Dallas County, Texas, and for any suit arising hereunder venue shall be in Dallas County, Texas. A faxed, signed copy of this application shall be treated as an original.

Certification: The applicant certifies the following: (!) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Customer; (3) Davis-Hawn is hereby authorized to investigate and verify any information provided and inquire of references or others as to credit worthiness; (4) Davis-Hawn may answer questions from others about its credit experience with Customer; and (5) I have read, understood, and agree to all of the Terms and Conditions, and agree to notify Davis-Hawn, in writing via certified mail, of any material change in name, ownership, location or corporate status within (5) days. If Customer is a partnership or sole proprietorship, then I authorize Davis-Hawn to obtain and use consumer reports on Customer or its principals for the sole purpose of evaluating current or ongoing credit worthiness. Customer also hereby authorizes the bank and credit references it has listed to release information to Davis-Hawn for the purpose of obtaining and/or reviewing Customer's credit from time to time.

Authorized Representative (Signature)

Authorized Representative (Print Name)

Title

Date

PERSONAL GUARANTY

For and in consideration of Davis-Hawn extending credit to Customer, Guarantor hereby personally guarantees the payment of any obligation of Customer to Davis-Hawn. Therefore, Guarantor hereby agrees to pay Davis-Hawn on demand, without offset, any sum due to Davis-Hawn by Customer if and when Customer fails to timely pay such amount. Guarantor further agrees to pay all costs of collection including reasonable attorneys' fees and costs. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of Customer. Guarantor hereby agrees, to the extent permitted by applicable law, to waive notice of acceptance, **notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed.** Guarantor hereby authorizes Davis-Hawn to obtain and use consumer reports from time to time on Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated by this credit application.

Guarantor (Signature)

Guarantor (Print Name)

Date

Social Security No.