

Wood Treaters, LLC

P. O. Box 41604, Jacksonville, Florida 32203-1604
904-358-2507, Fax 904-353-4125, Sales Fax 904-354-7123
www.woodtreaters.com

Dear Customer:

Wood Treaters, LLC is a wholesale company. To purchase material from Wood Treaters, it is necessary to complete the following documents. The purpose of these documents is to establish and clarify our relationship and to insure that we have accurate and complete information about you in our computer files.

Please complete all items as completely as possible and **SIGN EACH DOCUMENT WHERE INDICATED.** Documents must be signed by a person authorized to sign if on behalf of a company.

1. **Confidential Credit Application:**

This document must be completed for all accounts regardless of whether sales will be credit or COD. Please complete each item that is applicable. Be sure to sign and date this document at the bottom.

2. **Terms and Conditions of Sale:**

This document must be completed for all accounts. A signature and title of an authorized person is required.

3. **Check Cashing Application:**

Complete information about your bank account. Be sure to sign in two (2) places on this form. Do not complete the bottom portion of this form.

4. **Individual Personal Guaranty:**

This document is to be completed by an individual and spouse. Please notice that a witness is required on this form. In addition, a notary is required for a spouse's signature.

IF SALES ARE TO BE TAX EXEMPT A CURRENT EXEMPTION CERTIFICATE IS REQUIRED WITH THE DOCUMENTATION. PLEASE BE SURE TO ATTACH THIS IMPORTANT DOCUMENT.

Completed documents may be mailed or faxed to:

P. O. Box 41604, Jacksonville, Florida 32203-1604
Fax: 904-353-4125

Thank you for your interest in our company. We will work to earn your business.

WOOD TREATERS, LLC

APPLICATION FOR BUSINESS CREDIT AND AGREEMENT

Date _____

PO Box 41604, Jacksonville, FL 32203-1604 (904) 358-2507 Fax (904) 353-4125

The following information is submitted as a basis for your consideration of the undersigned's application for a credit account and terms and conditions for purchases.

CORRECT FIRM NAME (HEREAFTER "BUYER")		PHONE #	
		FAX #	
EMAIL ADDRESS:		MOBILE#	
MAILING ADDRESS	CITY	COUNTY	STATE ZIP +4
DELIVERY ADDRESS	CITY	COUNTY	STATE ZIP +4
YEAR ESTABLISHED	TYPE OF BUSINESS	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP Federal ID # or SS #:	<input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP
IF INCORPORATED, WHAT STATE?	SALES TAX EXEMPT #	WILL SALES BE TAX-EXEMPT? YES / NO IF YES, YOU MUST ATTACH CURRENT CERTIFICATE	
INFORMATION ON PRINCIPAL OWNERS, OFFICERS, PARTNERS OR STOCKHOLDERS :			
NAME	SS#	HOME ADDRESS	TITLE
BANK REFERENCE:	MAILING ADDRESS	CITY	STATE ZIP PHONE/FAX#
NAME OF OFFICER:	CHECKING ACCOUNT NUMBER(S)	LOAN ACCOUNT #	
SUPPLIER REFERENCES:	FAX#	PHONE#	ADDRESS CITY STATE ZIP

WE EXPECT OUR MONTHLY CREDIT REQUIREMENTS FROM YOU TO BE ABOUT \$ _____

AGREEMENT: Credit purchases are acknowledgement that Buyer agrees to pay for materials within 30-day terms. Buyer agrees that payments made beyond stated terms are subject to a service charge of 18% per annum (1 1/2% per month), or a lesser charge if required by law. Payment for purchases shall be sent to P.O. Box 41604, Jacksonville, FL 32203-1604 . Purchases, which require the services of an attorney for collection, regardless of whether suit is filed, shall be increased by the amount of reasonable attorney's fees and costs associated with such collection efforts. This includes, but is not limited to, reasonable attorney's fees and costs incurred at trial, on appeal, or in a bankruptcy proceeding. If either party files suit, Buyer agrees that venue for any dispute or claim shall be filed in Duval County, Florida. Both parties knowingly, voluntarily and intentionally waive their right to a trial by jury in respect of any litigation arising out of or relating to this agreement and/or future sale of materials. A charge of \$25, or the highest charge allowed by law, will be made on any check returned by Buyer's bank. In consideration of this application, Buyer authorizes Wood Treaters, LLC to obtain any and all information it deems necessary from any and all sources. By signature below, Buyer also agrees to the additional terms set forth in Wood Treaters, LLC's "Terms and Conditions of Sale" which Buyer acknowledges receipt thereof. Buyer acknowledges that Seller does not provide any express or implied warranties on materials purchased from Seller as more specifically excluded on the Terms and Conditions.

SIGNATURE

TITLE

NOTE: PLEASE COMPLETE THE PERSONAL GUARANTY FORM AND RETURN.
PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENT.

WT CREDIT AP.F, 11/2003

WOOD TREATERS, LLC

TERMS AND CONDITIONS OF SALE

1. BUYER agrees to purchase the materials as described on the Sales Order/Invoice and the prices shown. BUYER agrees that no cost for labor or any other consequential damages of any kind shall be recoverable from SELLER for delivery, non-delivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, lateness, defective materials, etc.
2. Rejection of nonconforming goods must be made by Buyer in writing identifying, with particularity, all defects or problems with the order ascertainable at the time of delivery of materials or be deemed waived by Buyer. Such written notice by Buyer rejecting nonconforming goods must be delivered to Seller at P. O. Box 41604, Jacksonville, Florida 32203 and received by Seller within ten (10) days of Buyer's receipt of the alleged nonconforming goods. Signatures on the delivery document acknowledge verification of the materials to be of the kind, quality, and quantity ordered. If Buyer fails to timely provide Seller with its written objections of nonconformance (i.e. quality, quantity, size, type, defect, etc.), such objection by Buyer shall be waived and the materials deemed accepted by Buyer as is. Any such complaint must be in writing before it can be considered by Seller. In the event of any timely written complaint, shipment shall be held intact and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Seller at this office. Under no circumstances are goods to be returned to Seller unless Buyer has written permission of Seller to do so. Seller shall have fifteen (15) days from receipt of any timely written complaint, to cure any legitimate nonconforming materials, or alternatively at its option, provide Buyer with an appropriate credit. A claim that goods are nonconforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed by Seller in writing. Invoices shall be paid in full in accordance with the terms of sale.
3. TERMS of payment are noted on the face of the invoice. Buyer agrees to pay for materials within the terms specified. Buyer agrees that payments made beyond stated terms are subject to a service charge of 18% per annum (1-1/2% per month), or a lesser charge if required by law. Buyer waives the rates of interest and payment periods which are identified in Sections 29-6-30 and 29-6-50, South Carolina Statutes and agrees that the rates of interest and payment periods shall be as set forth herein. Payment for purchases shall be sent to P. O. Box 41604, Jacksonville, FL 32203-1604.
4. Buyer is required to provide Seller, upon request, information regarding bonding companies, contractors, owners, or other information asserted for the purpose of filing preliminary notices, claims on payment bonds or construction liens.
5. Purchases, which require the services of attorney and/or court assistance for collection, regardless of whether suit is filed, shall be increased by the amount of reasonable attorney's fees and costs associated with such collection efforts. This includes, but is not limited to, reasonable attorney's fees and costs incurred at trial, on appeal and/or in a bankruptcy proceeding. If suit is filed by either party, Buyer agrees that venue for any dispute or claim shall be filed in Jacksonville, Duval County, Florida.
6. A charge of \$25, or the highest charge allowed by law will be made on any check returned by the bank. All payment shall be in the currency of the United States of America. No set-off is to be taken by Buyer against amounts owed Seller. Buyer's payment by check, draft or mode other than cash is conditional until collection of such instrument by Seller. Such checks or drafts must be on a US bank.
7. All prices quoted by the Seller to the Buyer are based on current costs. Any increases in costs after the date of quotation due to international currency exchange, duties, taxes, other laws or regulations, freight rates or increases in costs of labor, supplies, or materials beyond Seller's immediate control will be for Buyer's account.
8. Any and all applicable taxes will be added to the prices quoted unless a written tax-exempt certification is submitted by the time the order is invoiced.
9. **SELLER DOES NOT MAKE ANY REPRESENTATIONS NOR PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES OR USE RECOMMENDATIONS FOR MATERIAL PURCHASED BY BUYER. THIS DISCLAIMER OF WARRANTIES ALSO EXCLUDES FROM ALL FUTURE TRANSACTIONS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
10. Specific shipping dates quoted by the Seller are deemed to be approximate. Shipment is contingent on the procurement of materials, supplies, and labor entering into and required in the manufacture of the goods and on credit clearance by Seller at time of shipment and is subject to delay or cancellation in consequence of strike, fire, explosion, delivery equipment shortage, war, and act of God, the public enemy, or any cause beyond the control of the Seller. Buyer specifically agrees that Seller will not be responsible for consequential damages arising from late shipment, demurrage, raw materials shortage, or other causes. Return of any materials is subject to a 20% restocking charge and must be returned undamaged, suitable for resale, within 30 days of the sale. Orders for Non-Stock material are not subject to cancellation.
11. Any different or additional items or conditions proposed by Buyer in variance from the terms of this agreement are not binding unless accepted in writing by Seller.
12. Facsimile Transmittals and E-mails – Buyer consents to Seller utilizing facsimile transmittal and/or e-mail to transmit Buyer information regarding its orders, purchases, invoices, accounting statements, correspondence, notices, promotional material and/or any other information related to Buyer's account with Seller.

COMPANY NAME

BUYER'S SIGNATURE

ADDRESS

BUYER'S NAME & TITLE (printed)

INDIVIDUAL PERSONAL GUARANTY

Date: _____ 20 ____

I, _____,
residing at _____

for and in consideration of your extending credit at my request to

(hereinafter referred to as the "Company")

of which I am _____, hereby personally unconditionally guarantee to WOOD TREATERS, LLC payment at PO Box 41604, Jacksonville, in the State of Florida of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. I do hereby agree to pay reasonable attorney's fees and all other costs and expenses which may be incurred by WOOD TREATERS, LLC in trying to collect any delinquent amount of Company and/or in the enforcement of this guaranty whether suit be instituted or not. This guaranty shall in all respects be governed by the laws of the State of Florida and it is agreed that venue shall be in Duval County, Jacksonville, Florida. Guarantor and WOOD TREATERS, LLC hereby knowingly, voluntarily and intentionally waive their right either of these may have to a trial by jury in respect of any litigation arising or related to this Guaranty.

Witness

Guarantor's Signature

Witness

Signature of Notary
(Notary Seal must be affixed)

Guarantor Spouse's Signature

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ Such person(s) did take an oath and: **(CHECK ONE)**
____ is personally known to me, ____ produced a current driver's license as identification, or
____ produced _____ as identification.

CHECK CASHING APPLICATION

Card # _____

Date _____

Customer Name:				
Business Address:				
Phone #:		Fax #:		City/State/Zip
Name/Address of Bank:				
Bank Account Number:				
Complete for Person Signing Checks:				
Home Phone #		Sex:	Race:	Height: Hair Color:
Home Address:			Date of Birth:	
Social Security Number:			Driver License #:	

Signatures of Persons Authorized to Sign Checks:

AGREEMENT

The above information is furnished to Wood Treaters, LLC for the purpose of accepting checks in payment for materials and services. The information is true and correct as stated. Applicant authorized the Bank to release information to Wood Treaters, LLC in support of this application.

- I agree to immediately tender payment of the full amount plus a service charge of \$25.00 or 5% of the face amount of the check, whichever is greater, on all dishonored checks as prescribed in Florida Statute 832.07.
- I agree to pay a service charge of 1 1/2% per month on any amounts remaining unpaid.
- I agree to pay all cost of collection and/or reasonable attorney's fees should it become necessary.

Signature of Applicant _____

(The information below will be submitted to the bank for completion)

WT CK CASHING AP.F,ADMIN,2/03

To Bank:	Please furnish the following information on the above-captioned account and return to: Wood Treaters, LLC, P.O. Box 41604, Jacksonville, Florida 32203-1604. Thank You. You may fax your reply to (904) 353-4125		
Date account opened	_____	Date Completed:	_____
Has account been closed?	_____	If so, when?	_____
Average Balance:	_____		
Any NSF checks?	_____	If so, how many?	_____
Bank Contact Name:	_____		