

CREDIT APPLICATION FOR INTERIM FINANCED ACCOUNTS

**HENSON LUMBER LTD/ HENSON'S BUILDING MATERIALS LTD
P.O. BOX 340, CRESSON, TEXAS 76035
(817) 396-4321 PHONE / (817) 887-0884 FAX / INFO@HENSONLUMBER.COM**

Date _____ REP _____

NAME OF ACCOUNT _____

BUILDING SITE ADDRESS _____
(street) (city) (state) (zip)

BUILDING OWNER AND OWNER ADDRESS _____
(name) (street) (city) (state) (zip) (phone number) (email)

LENDER _____
(name) (street) (city) (state) (zip) (phone number) (email)

LEGAL DESCRIPTION OF SITE _____

TELEPHONE # _____ FAX _____

E-MAIL _____

BILLING ADDRESS _____
(street) (city) (state) (zip)

OWNERS (if applicant is a sole proprietorship or partnership) OFFICERS/MANAGERS (if a corporation or LLC)

Name	Home Address	S/S#
Title	Home Phone	Dr. Lic. #
Name	Home Address	S/S#
Title	Home Phone	Dr. Lic.#

BANK _____ OFFICER _____

LOCATION _____ PHONE # _____

NOTE: THIS APPLICATION MUST BE COMPLETE IN ORDER TO BE PROCESSED!

PURPOSE FOR CREDIT

NEW HOME CONSTRUCTION _____ REMODELING _____ COMMERCIAL _____

LINE OF CREDIT REQUESTED: _____

WHO GAVE YOU THIS CREDIT APPLICATION? _____

I agree to pay all balances by the 15th of the month. Applicant understand that all accounts are due and payable for HENSON LUMBER LTD in Johnson County, Texas and HENSON'S BUILDING MATERIALS LTD in Hood County, Texas and that an interest charge of 1.5% (18% APR) will be added to all past due accounts. Applicant understands if Applicant pays with a credit card there will be an additional 4% charge. If collection proceedings or legal action is necessary to collect any portion of my account, Applicant agrees to pay all collection and/or attorney fees and court costs incurred. Should the materials and/or services listed hereon not be paid for in the ordinary course of business, HENSON LUMBER LTD AND HENSON'S BUILDING MATERIALS LTD will have the right to claim a Mechanics Lien upon the premises for which they were furnished and will hold the owner of said premises responsible for payment of such materials and/or services as prescribed in the Texas Mechanic's Lien Statute.

NOTE: Interim Loans require certain cut-off dates to receive your draws. You may have to obtain your invoices before our closing date, which is the last working day of the month, in order to pay us within the terms of this credit application. This account is being established for the home being constructed under the interim financing and will be CLOSED upon completion of construction.

I hereby give permission for my bank/mortgage company to release credit information to HENSON LUMBER, LTD/HENSON'S BUILDING MATERIALS, LTD. to establish this account.

Standard Terms and Conditions Appear on this Application for Credit and Are Hereby Agreed to By Applicant

SIGNED _____

PRINTED NAME _____

TITLE _____

AUTHORIZED BUYERS ON ACCOUNT _____

PURCHASE ORDER REQUIRED? _____ PHONE ORDERS AUTHORIZED? _____

ARE PURCHASES TAX EXEMPT? _____ SEND PROPER STATE OF TEXAS FORM WITH APP.

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Henson Lumber, Ltd./Henson's Building Materials, Ltd. to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Henson Lumber, Ltd./Henson's Building Materials, Ltd. whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Henson Lumber, Ltd./Henson's Building Materials, Ltd., all without notice to the undersigned Guarantor(s). Henson Lumber, Ltd./Henson's Building Materials, Ltd. may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. Performance of this Guaranty shall be at Cresson, Johnson County, Texas and the undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Cresson, Johnson County, Texas.

Signed this _____ day of _____, 20____.

Guarantor Date
Date

Guarantor

Date of Birth Soc. Sec. #
#

Date of Birth Soc. Sec.

Witness Date
Date

Witness

DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY

DATE APP REC. _____ TIME APP REC. _____ DATE APP FINISHED _____

APPROVED: By: _____ MATRIX: _____

CREDIT LINE: _____

DECLINED: By: _____ LETTERS SENT: _____

STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions of this form. Any order or statement of intent to purchase any materials and/or services from Seller herein, separately and/or collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any of said materials and/or services; or acceptance of all or part of such materials and/or services; or payment of all or part of such materials and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically consents in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for materials and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, then Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment in order to provide security for the payment of the full price of materials and/or services furnished hereunder. Buyer also agrees to grant Seller a security interest in said materials and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Payment terms are the 15th day of the following month in full.
4. Seller assumes no responsibility for materials and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
5. As to materials delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
6. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost be reason of delay.
7. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of materials and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title, **THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the materials and/or services which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

Initials

8. Seller's liability on any claim or damage arising out of the supplying of any materials and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such materials and/or services or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, liquidated, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concern any materials and/or services supplied hereunder, or any system or equipment in which any such materials and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
9. Subject to a waiver by Seller only, materials and/or services will not be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit and Buyer may be charged a minimum 20% restocking charge. Materials and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items are final, and no items will be accepted for return unless Seller's sources of supply agree to accept the returned materials, subject to a minimum 20% restocking charge to be paid by Buyer. All materials and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
10. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
11. Seller's estimate(s) for quantities and prices of Seller's materials are valid for up to 15 days from the date of the estimate. After the 15 day period has expired, estimates must be updated by Seller for current pricing. The updated estimate is valid for up to 30 days from the date of the first order referenced in the initial estimate. Materials ordered that are not included in an unexpired estimate are subject to the price of the material on the date ordered. Seller does not prepare bids and does not guaranty total project prices or the quantity of materials to complete a project.
12. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Sellers unless specifically consents in writing by an authorized representative of Seller's management.
13. Payment of materials and/or services purchased from Seller by Buyer shall be made at Cresson, Johnson County, Texas. In the event Buyer does not pay the invoices when due, Buyer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
14. Orders placed by Buyer may be canceled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Sellers.
15. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorneys' fees and costs. Buyer agrees to submit to the exclusive jurisdiction of the courts of the State of Texas and agrees that this agreement is performable in Johnson County, Texas. Buyer agrees that venue for any action related to this Agreement will be in Johnson County, Texas, or such other venue as Seller may elect.
16. Buyer hereby authorizes Seller to contact all trade references and to make any and all necessary inquiries in connection with this Application and/or Buyer's credit worthiness.

Initials