



pacificHARDWOOD

www.pacifichardwood.com



ENGINEERED[™]
FLOORING
MANUFACTURERS LLC

*Customer
Credit
Application*

www.floorlayers.com

CUSTOMER INFORMATION

NAME OF FIRM _____

MAILING ADDRESS _____ **TELEPHONE ()** _____

STREET ADDRESS _____ **FAX ()** _____

CITY _____ **STATE** _____ **ZIP** _____

TYPE OF BUSINESS

() **RETAILER** **YEAR ORGANIZED** _____

() **WHOLESALER** **DESCRIPTION OF BUSINESS/PRODUCT** _____

() **MANUFACTURER** _____

() **CONSTRUCTION** _____

() **OTHER** **WHAT IS YOUR PEAK SEASON?** _____

TYPE OF OWNERSHIP

() **SOLE OWNER** _____

() **PARTNERSHIP - STATE** _____ **ID#** _____

() **LIMITED PARTNERSHIP - STATE** _____ **ID#** _____

() **CORPORATION - STATE OF CHARTER** _____ **DATE OF CHARTER** _____

() **SUBSIDIARY OR DIVISION OF** _____

CITY _____ **STATE** _____ **ZIP** _____

FEDERAL TAX # _____ **SALES TAX PERMIT-RESALE #** _____

PRINCIPALS (SOLE OWNERS, ALL GENERAL PARTNERS, CORPORATE OFFICERS)

NAME _____ **TITLE** _____

HOME ADDRESS _____ **SOCIAL SECURITY #** _____

CITY _____ **STATE** _____ **ZIP** _____

NAME _____ **TITLE** _____

HOME ADDRESS _____ **SOCIAL SECURITY #** _____

CITY _____ **STATE** _____ **ZIP** _____

NAME _____ **TITLE** _____

HOME ADDRESS _____ **SOCIAL SECURITY #** _____

CITY _____ **STATE** _____ **ZIP** _____

ESTIMATED MONTHLY CREDIT NEEDS \$ _____

AUTHORIZED LUMBER BUYERS

NAME _____ TITLE _____

NAME _____ TITLE _____

NAME _____ TITLE _____

BANK REFERENCE

BANK NAME _____ OFFICER _____

ADDRESS _____ TELEPHONE () _____ FAX () _____

CITY _____ STATE _____ ZIP _____

CHECKING ACCOUNT # _____

SAVINGS ACCOUNT # _____

TRADE REFERENCES

YOU MUST INCLUDE:

- 1) AT LEAST TWO REFERENCES WITH HIGH CREDIT LIMITS EQUAL TO OR GREATER THAN WHAT YOU REQUEST FROM US.
- 2) AT LEAST TWO LUMBER/PLYWOOD REFERENCES.

NAME _____ NUMBER OF YEARS _____

ADDRESS _____ TELEPHONE () _____ FAX () _____

CITY _____ STATE _____ ZIP _____

NAME _____ NUMBER OF YEARS _____

ADDRESS _____ TELEPHONE () _____ FAX () _____

CITY _____ STATE _____ ZIP _____

NAME _____ NUMBER OF YEARS _____

ADDRESS _____ TELEPHONE () _____ FAX () _____

CITY _____ STATE _____ ZIP _____

NAME _____ NUMBER OF YEARS _____

ADDRESS _____ TELEPHONE () _____ FAX () _____

CITY _____ STATE _____ ZIP _____

BANK AUTHORIZATION

Please provide financial information to—



2202 NORTH PACIFIC STREET
ORANGE, CALIFORNIA 92865-2616
714.998.6446 PH
714.998.6260 FAX
WWW.PACIFICHARDWOOD.COM
WWW.FLOORLAYERS.COM

ON _____

SIGNATURE _____

TITLE _____

ACCOUNT NUMBER _____

APPLICATION FOR EXTENSION OF CREDIT

From both Pacific Hardwood & Engineered Flooring Manufacturers

By _____, Applicant.

In consideration for any extension of credit, Buyer agrees to the terms thereof and to the conditions of sale set forth on each invoice.

It is understood that all outstanding balances owed to Pacific Hardwood Co., Inc. and/or Engineered Flooring Manufacturers LLC (PHC/EFM) are to be paid in full within 30 days of billing ("Net 30 days"), and that a finance or late charge of 1-1/2% per month of the unpaid principal balance will be assessed against any accounts not paid within 30 days of billing ("1-1/2% per month finance charge").

Applicant certifies that he, she or it is in the business of selling _____ and related products to be purchased from PHC/EFM, and is not the ultimate consumer or a retail purchaser of these products from PHC/EFM.

It is understood that the granting and continued extensions of credit to Applicant is completely discretionary with PHC/EFM, and Applicant's privilege of purchasing from PHC/EFM on credit may be limited or withdrawn at any time by PHC/EFM.

The undersigned hereby certifies that all statements in this application are true and complete and are made for the purpose of obtaining credit, and further agrees that a facsimile copy of this executed agreement is sufficient for the purposes of conducting a credit investigation and to satisfy the Best Evidence Rule in any court proceeding. The undersigned further agrees that if the undersigned, or any co-maker of any obligations of the undersigned, at any time fails in business or becomes insolvent, or commits an act of bankruptcy, or fails to make payments as agreed, then in such case, all of the obligations of the undersigned shall immediately become due and payable without demand or notice.

As additional consideration for the extension of credit "or not requiring full payment in advance of delivery" (collectively "Credit"), this Credit Application and all purchases made from PHC/EFM (collectively "Transactions") shall be governed by and interpreted under California law, without giving effect to any conflict of laws principles. Applicant hereby expressly and irrevocably agrees to submit to the exclusive jurisdiction of, and that the exclusive proper venue for all actions concerning the Transactions is in, the Orange County Superior Court, Orange County, California, which is where the Transactions have been entered into and will be performed; and that such court may exercise personal jurisdiction over Applicant.

Should any party retain legal counsel with respect to any disputes, actions or other claims involving any of the Transactions, with or without any litigation, the prevailing (or more successful) party shall be entitled to all reasonable attorney fees, legal costs and other expenses reasonably incurred, including without limitation all investigation, accounting, appeal, or bankruptcy costs, without regard to any court predetermined fee schedule.

As further consideration for extending credit, the foregoing provisions regarding jurisdiction, venue and costs shall supercede all other contrary provisions and conduct, subsequent or otherwise, unless explicitly agreed in writing and signed by all parties.

This _____ day of _____, 20 _____.

By _____

NOTE: If a corporation, please have the Corporate President and Secretary sign and affix the corporate seal and complete the Customer Information Sheet. If a partnership, please have each partner sign and complete the Customer Information Sheet. If a sole proprietorship, the proprietor should sign and complete the Customer Information Sheet.

By _____
Print Complete Legal Name of Applicant for Credit

Authorized Signature (Must be signed by Applicant)

Authorized Signature

PERSONAL GUARANTEE

To be signed by Principals or Corporate Officers as individuals.

I/WE PERSONALLY GUARANTEE PAYMENT FOR ALL MATERIALS PURCHASED BY THE ABOVE APPLICANT.

By _____ Signature (Must be signed by Applicant) Date _____ By _____ Authorized Signature Date _____

TERMS AND CONDITIONS OF SALE

CREDIT POLICY: Amounts not paid when due will be charged a late payment fee of one and one-half percent (1-1/2%) per month on all amounts over 30 days past due. Buyer hereby expressly and irrevocably agrees to submit to the exclusive jurisdiction of, and acknowledges that the exclusive proper venue for all actions or legal proceedings brought to enforce the terms and conditions of this document is in, the Orange County Superior Court, Orange County, California, which is where the contract for sale was entered into and will be performed; and that such court may exercise personal jurisdiction over Buyer. Buyer further agrees that Seller shall be entitled to recover reasonable attorney fees and any other expenses incurred to collect this account. Should any portion of Buyer's accounts become past due Seller has the right to declare all invoices due and payable.

NSF POLICY: According to California Civil Code, Chapter 522 Section 17109, any person who writes a bad check or any order for payment of money which is dishonored for lack of funds is now civilly liable and can be sued for 3 times the amount of the checks or \$100.00 whichever is greater plus the amount of the checks and court costs.

DISCOUNT POLICY: Discounts are allowed and calculated on lumber only.

CLAIMS POLICY: Buyer shall promptly inspect the products upon receipt, shall notify Pacific Hardwood Co., Inc. and/or Engineered Flooring Manufacturers LLC (PHC/EFM) in writing of any nonconformity or defect within 5 days following receipt by Buyer, and shall keep the shipment intact until inspected by our representative. No claim will be considered if goods have been cut, glued, finished, installed, marked or damaged in any manner by Buyer. If Buyer does not notify PHC/EFM, Buyer shall be conclusively presumed to have accepted the products and to have waived any claims.

CANCELLATION: Orders shall not be canceled except upon mutual agreement. There will be no cancellation on products that have been milled to your specifications.

RIGHT TO REFUSE TO MAKE DELIVERIES: Seller may at any time decline to make any shipment or delivery, or to perform any work except upon receipt of full cash payment.

DELAYS: Every order accepted is subject to and the Seller is excused for any delay in performance due to riots, accidents, strikes, climactic conditions, car shortage, stoppage of labor, unavoidable casualties or any other causes interfering with, obstructing or blocking the usual routes of transportation or the production and shipment of lumber by the Seller, whether similar or dissimilar to those above mentioned, and no claim for loss or damages shall be allowed.

INDEMNIFICATION: Buyer will defend and hold harmless PHC/EFM from any third party claim resulting from Buyer's actions or omissions which involve product sold by PHC/EFM, including without limitation installations, labor standby time pending delivery, and damage to product and delivery.

MATERIAL SAFETY DATA: Information pamphlets available upon request.

FOLD HERE AND STAPLE AT BOTTOM WHERE INDICATED

2202 NORTH PACIFIC STREET
ORANGE, CALIFORNIA 92865-2616

PLACE
STAMP
HERE



2202 NORTH PACIFIC STREET
ORANGE, CALIFORNIA 92865-2616

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