

GRAVES LUMBER CO.

CREDIT APPLICATION AND AGREEMENT

SALESMAN _____ DATE _____

NAME OF BUSINESS _____

TRADE STYLE (If Different) _____

BUSINESS ADDRESS (Number & Street) _____

CITY _____ STATE _____ ZIP _____

BUSINESS PHONE _____ NUMBER OF YEARS IN OPERATION _____ NUMBER OF EMPLOYEES _____

DO YOU OPERATE AS AN INDIVIDUAL _____ PARTNERSHIP _____ CORP. _____

ANNUAL SALES \$ _____ DESCRIPTION OF BUSINESS _____

DO YOU OWN YOUR PLACE OF BUSINESS? YES _____ NO _____ IF OWNED, GIVE VALUE \$ _____

NAME OF PERSON SIGNING APPLICATION _____ TITLE _____

DATE OF BIRTH _____ SOCIAL SECURITY NO. _____ HOME PHONE NUMBER _____

HOME ADDRESS (Number & Street) _____

CITY _____ STATE _____ ZIP _____

IF OPERATING AS A PARTNERSHIP:

YOUR PARTNER'S NAME _____ HOME PHONE _____

DATE OF BIRTH _____ SOCIAL SECURITY NO. _____

HOME ADDRESS (Number & Street) _____

CITY _____ STATE _____ ZIP _____

IF OPERATING AS A CORPORATION, DATE OF INCORPORATION: MONTH _____ DAY _____ YEAR _____

Name of Officers

Title

Home Address of Officers

1) _____

2) _____

3) _____

LIST THE NAMES & ADDRESSES OF OTHER COMPANIES WHICH YOU HAVE OR ARE NOW OPERATING UNDER:

Name

Address

1) _____

GRAVES LUMBER CO.

BANK & SAVINGS & LOAN REFERENCES:

Name	Branch	Type of Account	Account No.
1)	_____	_____	_____
2)	_____	_____	_____

CREDIT REFERENCES SUCH AS LUMBER DEALERS AND OTHER SUPPLIERS:

Name	Address	Credit Limit
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

PLEASE ATTACH A COPY OF YOUR CURRENT FINANCIAL STATEMENT
(Review terms and conditions and sign on the reverse side)

AGREEMENT

The undersigned(s) warrants and affirms that the information provided on the reverse side hereof is true and correct and is furnished in order to induce Graves Lumber Co. to extend credit and enter into a business transaction and understands that Graves Lumber Co. will rely on the truthfulness of this information in extending credit. Further, the undersigned(s) agrees to give immediate notice to Graves Lumber Co. of any change in the above responses which would materially affect the undersigned's(s) ability to repay the credit extended.

The undersigned(s) further agrees to the following in consideration of the furnishing of goods and/or the extension of credit by Graves Lumber Co.

1. **TERMS OF PAYMENT; SECURITY:** The monthly statements will include purchases through approximately the 28th of each month. Payment of the balance on the account is due by the 10th of the month following purchases. On accounts not paid by the 20th of the month following date of purchase, the undersigned(s) agrees to pay a monthly finance charge of 1-1/2% per month (18% per annum or the maximum amount as allowed by state or federal law) and acknowledges that when the account becomes 60 days past due, no further charges are allowed until the account, including finance charges, is paid in full. The undersigned(s) hereby grants to Graves Lumber Co. a purchase money security interest in all goods and all proceeds of their sale or their disposition to secure payment until the purchase price, plus all finance charges are paid in full. Further, the undersigned(s) agree to execute a separate security agreement and all financing statements within ten (10) days after request by Graves Lumber Co.

2. **TERMS OF ACCEPTANCE:** Acceptance by Graves Lumber Co. ("Seller") of the undersigned ("Buyer's") order is expressly conditioned upon Buyer's agreement to all the terms contained herein which will be shown by the Buyer's signature hereon or the acceptance of goods delivered. These terms constitute the final and entire agreement between Buyer and Seller, superseding any other oral or written agreements, including the provisions of Buyer's purchase order, if any. The Buyer expressly accepts all the terms and conditions contained herein regardless of contrary Buyer's expression and acknowledges that no change or modification of the terms and conditions stated herein shall be made without Seller's written consent, signed by an authorized officer of the Seller.

3. **WARRANTIES:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS OR THE USE OF THE GOODS OR THE PERFORMANCE OF THE GOODS AND MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY EXPRESS OR IMPLIED WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, GOODS SOLD AS "REJECTS", "CRATING GRADE", "UTILITY", "ECONOMY", "DUNNAGE", "MILL SECONDS", "ODD STOCK", "SHOP GRADE PLYWOOD", "BOX GRADE", "MIS-MANUFACTURE", "NOT CERTIFIED", "FALL DOWN", "FRAMING", "TRIM STOCK", "OFF-GRADE", OR SIMILAR DESIGNATIONS ARE SOLD "AS IS", AND WITHOUT RECOURSE, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. SELLER SHALL NOT BE RESPONSIBLE FOR ANY DEFECT, LOSS, DAMAGE, OR INJURY CAUSED BY SUCH PRODUCT.

4. **SELLER'S LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY, IN RESPECT OF SUCH GOODS OR THE USE OR FAILURE THEREOF, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS INCURRED HEREUNDER OR CONSEQUENT HERETO SHALL BE A REFUND OF THE SELLING PRICE. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE PRICE OF THE GOODS IDENTIFIED HERETO IS CONSIDERATION FOR LIMITING THE SELLER'S LIABILITY, NO LIABILITY SHALL RESULT FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT BY SELLER DUE TO ANY CIRCUMSTANCES BEYOND SELLER'S CONTROL. THIS ORDER IS CONTINGENT UPON FIRES, STRIKES, FLOODS, AVAILABILITY OF MATERIAL, DELAY OF CARRIERS, ACCIDENTS, OR OTHER CAUSES BEYOND OUR CONTROL. NO ACTION OR SUIT TO ENFORCE BUYER'S RIGHTS OR REMEDIES ARISING FROM THIS SALE SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF SHIPMENT.

5. **CLAIMS:** Buyer shall inspect and test the Goods promptly after receipt and before use and immediately following receipt shall give Seller detailed, written notice of all claims of any kind in respect to the Goods. Failure to give such notice shall constitute irrevocable acceptance of Goods. All Goods claimed as nonconforming for whatever reason shall be properly protected and held intact by Buyer until settlement is made. Odd stock, stock damaged by Buyer, or special order, customer work items are not returnable. Material is only returnable with the written permission of Seller, and a restock charge of 15 percent shall be made for the return of any material.

GRAVES LUMBER CO.

AGREEMENT

6. INDEMNIFICATION: Buyer agrees to indemnify, hold harmless and defend seller from and against all liability and expenses based upon bodily injury, property damage or economic loss, arising, directly or indirectly, in respect of such goods or the use, failure or transportation thereof, as are caused by the negligent acts or omissions of the Buyer or Buyer's agent.

7. DELIVERY: Shipments hereunder may be in installments, or in a single lot. Irrespective of any provision concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier (except a motor vehicle operated by Seller) at Seller's plant or other shipping point. Retention of the Seller's security interest shall not affect passage of title or possession by the Buyer. All claims for loss or damage in transit must be filed against the carrier by the Buyer. Specific shipping dates when shown are deemed to be approximate.

8. TAXES AND TRANSPORTATION: Buyer shall pay the amount of all state, territorial or municipal sales, use, or similar taxes and federal levies applicable to the goods or the sale or use thereof. Buyer shall pay all freight, transportation, demurrage, and insurance charges with respect to the Goods and any increases of the same shall be for the Buyer's account.

9. COLLECTION: Buyer shall make payments without expense to SELLER and shall pay any reasonable attorney's fees and other costs of collection incurred by SELLER. If Buyer fails with respect to this or any other agreement with SELLER to pay any invoice when due or to accept any shipment as scheduled, or should SELLER know or have cause to believe that Buyer is, or will be, unable to discharge Buyer's obligations, SELLER may without prejudice to other remedies at its sole option recall, countermand or divert any shipment to Buyer and revert title in Seller, defer further shipments, and/or terminate this agreement. SELLER'S resort to the above-stated remedies shall not in any way limit any other remedy SELLER may have at law or equity, including its ability to acquire, at its sole option, mechanic's, material or other lien rights, SELLER'S rights and remedies are cumulative and SELLER may pursue its remedies in any order it deems appropriate without prejudice to any other rights it may have.

10. JURISDICTION: This agreement shall be governed and construed in accordance with the laws of the State of Ohio. Buyer's order is deemed accepted in Ohio. Any action relating to this transaction of any nature whatsoever or to interpret or enforce any provisions hereof shall be brought exclusively in the Court of Common Pleas in Summit County or the United States District Court for the Northern District of Ohio in Akron, Ohio, to which both parties agree to submit to jurisdiction. Foreclosure activity may be filed by the Seller in the county where the real property is located. The prevailing party shall be entitled to reasonable attorney's fees and expenses in addition to any other relief that the party may be awarded. If any provision of this agreement shall be held invalid, illegal, unenforceable or inoperative, the balance of the agreement shall remain in full force and effect as if such provision had not been included.

11. CREDIT REPORT: By signing this application, you authorize Graves Lumber Co. to check your credit history. You authorize your employer, your bank, any credit agency, any references listed on the reverse side hereof or any other source to release and/or verify information to Graves Lumber Co. and/or its agents in order to determine your eligibility for credit.

The undersigned(s) (Buyer) agrees to each of the foregoing terms and conditions of this sale.

SIGNATURE OF BUYER _____ DATE _____

INDIVIDUAL PERSONAL GUARANTY

I, _____ for and in consideration of GRAVES LUMBER CO., extending new or additional credit to _____, of which I am the (Title) _____, hereby individually, absolutely and unconditionally guarantee prompt payment of all claims and obligations, and all interest,

attorney's fees, and charges, accrued thereon, now existing and hereafter due from _____ to GRAVES LUMBER CO., and consents without further notice and without effecting this guarantee in any manner, to any modification, renewal, or transfer, including compromise, of any claim or obligation hereby guaranteed. This guarantee continues until receipt of written revocation by GRAVES LUMBER CO. and the undersigned waives any and all notices to which I may otherwise be entitled by law.

DATE _____

GUARANTOR _____ WITNESS _____

ADDRESS _____