

AMERICAN HARDWOOD INDUSTRIES, LLC

CREDIT APPLICATION

American Hardwood Industries, LLC | 567 North Charlotte Ave. | Waynesboro, VA 22980

In order to establish an account with American Hardwood Industries, LLC (AHI) and its subsidiaries or divisions and to agree to their established terms and conditions of sale, the undersigned makes the following statements with the knowledge that they will be relied upon by AHI.

GENERAL INFORMATION

APPLICANT (ENTER COMPLETE LEGAL COMPANY NAME)			PHONE NUMBER
STREET ADDRESS			FAX NUMBER
CITY	STATE	ZIP CODE	
MAILING ADDRESS	CITY	STATE	ZIP CODE
E-MAIL ADDRESS			

TYPE OF ORGANIZATION

CORPORATION	LIMITED LIABILITY CO.	STATE OF ORGANIZATION	PARTNERSHIP	PROPRIETORSHIP	TYPE OF BUSINESS
HOW LONG IN BUSINESS?		TAXABLE	NON-TAXABLE	Sales tax will be charged unless Resale certificate is provided.	TAX EXEMPT #

OWNERS, PARTNERS, OR CORPORATE OFFICERS

NAME & TITLE	HOME ADDRESS	SOCIAL SECURITY NUMBER
NAME & TITLE	HOME ADDRESS	SOCIAL SECURITY NUMBER
NAME & TITLE	HOME ADDRESS	SOCIAL SECURITY NUMBER

CREDIT REFERENCES

NAME	FAX	CONTACT NAME	PHONE NUMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME	FAX	CONTACT NAME	PHONE NUMBER
ADDRESS	CITY	STATE	ZIP CODE
NAME	FAX	CONTACT NAME	PHONE NUMBER
ADDRESS	CITY	STATE	ZIP CODE

BANK REFERENCE

BANK NAME	ACCOUNT #	CONTACT PERSON
ADDRESS	PHONE NUMBER	

CREDIT PURCHASE AGREEMENT

Applicant authorizes AHI to obtain necessary credit information at any time from any source and agrees to pay for purchases according to the credit terms on AHI's invoice, or if none appear, according to terms of Net 30. The undersigned hereby agrees that all material furnished shall be governed by and be subject to the "Terms and Conditions" set forth on the reverse side hereof and incorporated herein by reference. Applicant warrants that all information appearing on this form is true and correct as of the date below and agrees to notify AHI in writing within 30 days of any change in type of business organization, financial condition, or ownership. Applicant agrees to pay a service charge of 1 1/2% per month or the maximum allowed by law, whichever is lower on any past due balance and if the account is placed for collection, agrees to pay all costs of collection, including reasonable attorney fees.

SIGNATURE	TITLE	DATE
PRINTED/TYPED NAME		

PERSONAL GUARANTY

In consideration of the extension of credit to the applicant named above, the undersigned, as individual(s) and not as corporate officers, jointly, severally and unconditionally guaranties and promises to pay all amounts now owing or which may hereafter become owing by the applicant. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. AHI shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

SIGNATURE _____

SIGNATURE _____

PRINTED NAME _____

PRINTED NAME _____

STATE OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY _____

COUNTY OF _____

NOTARY PUBLIC _____

Attach a copy of your latest financial statement and return it with this completed form to American Hardwood Industries, LLC

TERMS AND CONDITIONS

LIMITATIONS AND LIABILITY

AHI will use reasonable commercial efforts to follow your instructions and deliver to you products that meet your quality expectations and time requirements. While we recognize that good performance is vital to maintaining our reputation, we cannot and do not make any warranties, either expressed or implied as to the character or quality of the materials or service to be furnished or provided by us beyond their conformity to the product description. In addition, and without limitation, we shall not be liable for your loss of any kind whatsoever due to delays or failure to perform caused directly or indirectly by acts of God, strikes, failure of transportation agencies, public enemy, the elements, war, insurrection, shortage of labor or material, government regulation, damage or accident to machinery or equipment, electric power failure, injury or damage to or loss of property delivered to us by the customer, or any other cause.

In consideration of our providing the product and services requested by the Customer, the Customer hereby agrees to assume all risks and hold AHI harmless from any and all liability, actions, claims or demands of any kind, including negligence, which may arise from, or in connection with the work, labor, services and/or materials, furnished, provided, and/or performed on your behalf. If a product made or manufactured by AHI is found to be defective or is labeled or shipped in error, AHI's sole liability will be to promptly replace such defective products and/or correct such error in shipment at its expense, provided written notice of such defect or error in labeling or shipment is given to AHI within ten (10) days after its arrival at its destination. The Customer shall return such products to AHI if requested. In no event, including gross negligence, shall AHI be liable for any consequential damages.

SHIPMENT AND TRANSPORTATION

Unless otherwise stated, the terms "shipment" means shipment from the mill or interior shipping point. Unless otherwise specified in the purchase order or invoice, AHI reserves the right to determine the facility from which the order is shipped. Any demurrage charges levied by the receiving port shall be the responsibility of the Customer. All products are shipped FOB Point of Sale. Freight will be charged on all shipments unless otherwise stated.

MEASUREMENT

Measurement shall be in accordance with the rules of the National Hardwood Lumber Association in force at the date of the contract. The amount of the product shipped may vary within 10% +/- of the quantity of goods ordered, except in the case of dimension stock when the quantity of goods shall be within 5% +/- of the number of pieces ordered.

ARBITRATION

Should any dispute arise with respect to any matter connected with a sale by AHI, the Customer shall nevertheless accept delivery and custody of the goods and make due payment. All disputes (including claims of non-shipment) shall be settled by friendly arrangement if possible. Failing that, they shall be referred to three Arbitrators, one to be appointed by the Customer, one to be appointed by AHI and one to be appointed by the other two. The award of the Arbitrators shall be binding on the Customer and AHI. The costs of the Arbitration shall be divided equally between the Customer and AHI.

In the event of a claim arising on all or any portion of a shipment, the entire shipment shall be held aside intact until AHI or the selected Arbitrators have inspected and settled such claim. If any portion of a shipment shall be removed or used without AHI's written consent, the Customer waives any right to make a claim.

TERMS OF PAYMENT

All invoices issued by AHI are payable according to the terms stated on our invoice, or if none appear, according to terms of Net 30. All payments due to AHI are payable in U.S. funds. A service charge of 1 1/2% per month or the maximum allowed by law, whichever is lower will be charged on any past due balance. If the account is placed for collection, the Customer agrees to pay all costs of collection, including reasonable attorney fees. Title to goods shall remain with AHI until payment in full has been received, regardless of designation of shipper and recipient on BOL. The Customer authorizes AHI to stop or delay shipment of goods in the event of unsatisfactory payment arrangements. The Customer recognizes and agrees that AHI may report the status of delinquent accounts to established credit bureaus.

I HAVE READ AND ACCEPT	INITIAL	DATE
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