

CONFIDENTIAL CREDIT APPLICATION

Wood Pro, Inc.

The wood floor experts

P.O. Box 363

Auburn, MA 01501-0363

(508) 832-3291, Fax (508) 832-7147

*Company Name _____ *Fed. ID# (SS#, if sole proprietor) _____

*Billing Address _____ *City _____ *State _____ *Zip _____

*Business Telephone(_____) _____ *Fax(_____) _____

*Type of Business _____ *Date Established ____/____/____ *Tax Exempt? **Y/N** If yes attach –
Resale Certificate

*Type of Entity: (Circle One) Sole Proprietorship - Partnership - Corporation - Other _____

If incorporated State incorporated _____ Date of incorporation ____/____/____

*Principal Name _____ *Title _____ *Principal Name _____ *Title _____

*Home Address _____ *Home Address _____

*City _____ *State _____ *Zip _____ *City _____ *State _____ *Zip _____

*Home Telephone(_____) _____ *SS# _____ *Home Telephone(_____) _____ *SS# _____

*Bank _____ *Address _____ *City _____ *State _____ *Zip _____

*Bank Telephone(_____) _____ *Account# _____ *Officer _____

*Trade References:
Reference _____ Address _____ Phone _____

Reference _____ Address _____ Phone _____

Reference _____ Address _____ Phone _____

*Credit Line Requested \$ _____ *Estimated Monthly Purchases \$ _____

In consideration of Wood Pro, Inc. extending credit to the Company (or Proprietor), the undersigned personally and unconditionally guarantees prompt payment of all invoices for products purchased by the Company (or Proprietor) on the terms and conditions set forth below and on the reverse side of this credit application. The undersigned waives notice of acceptance of this guarantee and notice of any applicable default or demand of every kind, nature and description. This shall be a continuing guarantee of payment and shall not be affected by any payment (except credit for such payment), modification or any other remedies or guarantors. This guarantee may only be revoked in writing and will be effective only as to orders placed by the Company twenty (20) or more days after receipt of such notice by Wood Pro, Inc. There will be a late charge of 1 1/2% per month (18% per annum), compounded monthly, on past due balances, on all invoices which are not paid within thirty (30) days. The undersigned agrees to pay all costs of collection, including attorney fees of not more than 33% of total indebtedness. The undersigned authorizes all bank and trade references and credit reporting services to release any and all information to Wood Pro for the purpose of extending credit and any collection purposes. No designation of your position with the Company shall relieve the undersigned of personal liability under this guarantee. ALL SALES AND THIS GUARANTEE ARE SUBJECT TO THE PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS CREDIT APPLICATION.

*Signed _____ Date _____

(* Asterisk indicates information required to process all credit requests. Incomplete applications will delay the approval process and will result in the application being returned for completion.

CREDIT APPLICATION AND AGREEMENT

In this credit application and agreement, the words you and yours mean you as the applicant and the word WOOD PRO means WOOD PRO, INC. a Massachusetts corporation whose corporate office is located at 6A Elm Street, Auburn, Massachusetts 01501-0363.

1. **Payment.** You agree to pay WOOD PRO the total purchase price of property purchased under this agreement in accordance with WOOD PRO's payment terms generally in effect at the time of such purchase as indicated in WOOD PRO's invoice to you, or in accordance with payment terms specified in a separate document. All payments are applied to unpaid delinquency and finance charges, costs of collection (including attorney fees), and the invoice amount(s) selected by Seller. Buyer shall pay sales and use tax unless a valid resale certificate of exemption is delivered at or prior to sale.
2. **Dishonored checks.** There will be a delinquency charge of \$30.00 for each dishonored check returned to WOOD PRO by your bank.
3. **Default.** If you fail to make payment to WOOD PRO when it is due or fail to fulfill any of your obligations under this Agreement, you will be in default and WOOD PRO may demand immediate payment of the full balance owed by you to WOOD PRO, and you agree, to the extent permitted by law, to pay WOOD PRO reasonable attorney fees, actual court costs and other costs incurred in collecting the sums owed by you to WOOD PRO. Further, to the extent permitted by law, you agree that after a default all sums owed by you to WOOD PRO shall bear interest at the rate of eighteen percent (18%) per annum.
4. **Security agreement.** You hereby grant WOOD PRO a security interest in all goods or services sold to you by WOOD PRO.
5. **Change of address.** You agree to give WOOD PRO written notice prior to changing your address as set fourth in this Credit Application and Agreement. You also agree to give WOOD PRO written notice upon making any change in entity, corporate and/or trade name. In the event of a name change all documents applicable under the old name will continue to be applicable under the new name.
6. **Governing law.** This agreement shall be governed by the laws of the Commonwealth of Massachusetts and the applicant hereby subjects themselves to the personal jurisdiction of the Commonwealth of Massachusetts.
7. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.
8. **Waiver of provisions.** The failure to enforce at any time any provision of the Agreement or to insist on timely performance of any obligation contained in this Agreement shall not be construed to be a waiver of such provision or any other provision or the right to timely performance of all obligations contained herein.
9. **Credit availability.** WOOD PRO may refuse to extend credit availability or terminate credit availability within its sole discretion.
10. **Nonconformity.** Nonconformities may be natural or result from the manufacturing process. If a piece of flooring is believed to be nonconforming in comparison to all other pieces, do not use the piece. Any claims for defects discoverable prior to installation are forever waived as soon as the product is actually installed. **DO NOT INSTALL SUCH DEFECTIVE PRODUCTS.** The installer has the responsibility of final inspection as to the grade and manufacture of the flooring. The installer must use care to hold out or cut pieces which may be nonconforming. When ordering flooring, please add five percent (5%) to the actual footage required as an allowance for nonconformity.
11. **Samples.** All specimens submitted by seller are intended only as an identification of general and surface characteristics, and the general layout, color and finish. The cross-section and backing material of such samples do not indicate the product to be sold by WOOD PRO, but are for display purposes only.

RETURN POLICY

1. Returns will only be accepted on **unused, unopened, and/or undamaged** material.
2. Returned material must be in the same condition as it was when it left WOOD PRO's warehouse for delivery.
3. Returned material must be **100%** resalable.
4. **No returns accepted after 20 days.**
5. **No returns on special order items once the item has left the factory.**
6. **No returns on mortar/cement products.**
7. A **20%** handling/restocking charge, on the purchase price, will be assessed to returned material picked up by WOOD PRO.
8. A **5%** handling/restocking charge, on the purchase price, will be assessed to returned material which is dropped off at WOOD PRO by the customer.
9. All credits on returns will be forwarded to the customer within ten (10) days after the return upon customer's request.
10. Credits for returned material will not be forwarded to customers with an outstanding balance. The credit will be applied to the oldest outstanding invoice.