



MAIL TO: P.O. BOX 419, CALDWELL, TX 77836

**Brenham**  
979-836-7933

**Bryan**  
979-822-3765

**Caldwell**  
979-567-9805

**Lexington**  
979-773-2238

**Groesbeck**  
254-729-2865

**Mexia**  
254-562-9351

**Buffalo**  
903-322-4638

## CREDIT APPLICATION (COMMERCIAL)

|                                     |             |                   |                    |
|-------------------------------------|-------------|-------------------|--------------------|
| Business name                       |             |                   |                    |
| Physical address                    |             |                   |                    |
| Mailing address                     |             |                   |                    |
| City                                | State       | Zip               | Phone number       |
| Email address                       |             | Cell phone number |                    |
| Business is:                        | Corporation | Partnership       | Individually owned |
| Type of business operation:         |             |                   |                    |
| Maximum amount of credit requested: |             |                   |                    |

PLEASE COMPLETE ALL OF THE FOLLOWING PERSONAL INFORMATION FOR EACH PRINCIPAL, PARTNER OR SHAREHOLDER. USE ADDITIONAL SHEET IF NECESSARY.

|  |  |
|--|--|
| Name   | Name   |
| % Of ownership                                       | % Of ownership                                       |
| Home address   | Home address   |
| Previous address (if home address less than 3 years) | Previous address (if home address less than 3 years) |
| Home telephone                                       | Home telephone                                       |
| Social security number                               | Social security number                               |
| Driver's license number                              | Birth date   |
| Driver's license number                              | Birth date   |
| Employer   | Employer   |
| Name   | Name   |
| % Of ownership                                       | % Of ownership                                       |
| Home address   | Home address   |
| Previous address (if home address less than 3 years) | Previous address (if home address less than 3 years) |
| Home telephone                                       | Home telephone                                       |
| Social security number                               | Social security number                               |

|                         |            |                         |            |
|-------------------------|------------|-------------------------|------------|
| Driver's license number | Birth date | Driver's license number | Birth date |
| Employer                |            | Employer                |            |

OTHER BUSINESS TRADE STYLES PAST AND PRESENT FOR PRINCIPALS, PARTNERS OR SHAREHOLDERS:

|  |                      |
|--|----------------------|
| HOW LONG IN BUSINESS:  | ARE P.O.'S REQUIRED? |
| ACCOUNTS PAYABLE REPRESENTATIVE:   |                      |
| HAS THE BUSINESS OR ANY OF ITS PRINCIPALS, PARTNERS OR SHAREHOLDERS EVER FILED A PETITION IN BANKRUPTCY OR BEEN DECLARED BANKRUPT?   |                      |
| HAS THE BUSINESS OR ANY OF ITS PRINCIPALS PARTNERS OR SHAREHOLDERS EVER HAD A JUDGEMENT AGAINST ANY OF THEM?   |                      |
| HAVE YOU EVER BEEN A SHAREHOLDER, OFFICER, DIRECTOR OR PRINCIPAL IN A CORPORATION, PARTNERSHIP OR INDIVIDUALLY OWNED BUSINESS WHICH HAS EVER FILED A PETITION IN BANKRUPTCY OR BEEN DECLARED BANKRUPT? |                      |
| IS THE BUSINESS OR ANY OF ITS PRINCIPALS, PARTNERS OR SHAREHOLDERS PRESENTLY A PARTY TO A LAWSUIT?   |                      |

| BANK NAME & ADDRESS | TYPE OF ACCOUNT | FAX NUMBER | TELEPHONE NUMBER |
|---------------------|-----------------|------------|------------------|
|                     |                 |            |                  |
|                     |                 |            |                  |
|                     |                 |            |                  |
|                     |                 |            |                  |

| CREDIT REFERENCE AND ADDRESS | FAX NUMBER | TELEPHONE NUMBER |
|------------------------------|------------|------------------|
|                              |            |                  |
|                              |            |                  |
|                              |            |                  |
|                              |            |                  |

TAX ID NUMBER IF EXEMPT \_\_\_\_\_

PERSONS AUTHORIZED TO SIGN ON ACCOUNT:

\_\_\_\_\_

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**CREDIT ACCOUNT AGREEMENT**

This is an Agreement between WOODSON LUMBER COMPANY (for convenience referred to as “we,” “us,” and “our”) and the undersigned business or commercial customers, whose name, type of business organization, and address are set out in the signature blank below (for convenience referred to as “you” and “your”).

1. PURPOSE OF AGREEMENT.

This agreement governs the payment terms and conditions applying to purchases made by you from us, from time to time, of various goods. You agree with us to pay the invoiced price for goods you purchase from us. We agree, until cancellation by us of this agreement, to sell and deliver goods to you and to permit you to defer payment of certain portions of the invoiced price not to exceed the total amount of \$ \_\_\_\_\_ for such goods.

2. PURCHASES.

Purchases made by you (or for you on your behalf by your agents, employees, or representatives) during any “Billing Cycle” will be posted by us to your “Account,” based on your records of purchase or delivery orders received. You agree with us that your signature, or that of any person with apparent authority to act on your behalf, indicating receipt or delivery of goods, shall be conclusive proof of such receipt or delivery, and that all purchases invoiced by us for your Account at the close of a Billing cycle and as to which you do not deliver to us written notice of a dispute within ten (10) days after we have mailed your Account invoice for that Billing cycle shall be conclusively deemed to have been fully authorized by, and to be binding upon, you.

3. PRICES.

We will charge to your Account the purchase price of goods in effect on the date of our shipment or delivery to you. Any delivery, freight or destination charges that apply will be charged to your account in addition to such purchase price.

4. YOUR ACCOUNT AND BILLING CYCLES.

We will open on our books an account in your name (the “Account”) and will charge to that account the purchase price of, and freight, delivery or destination charges for goods you purchase from us. We will periodically determine the total amount charged to your Account during the Billing cycle most recently closed (the “New Charges”). We will then send you a statement or invoice for that Billing Cycle showing: a) the unpaid Balance in your Account at the beginning of the Billing Cycle (the “Unpaid Balance”), b) credits for returned merchandise, and c) the amount of purchases and other costs charged to your Account during the Billing Cycle, i.e., the New Charges. A “Billing Cycle” is approximately 30 days and is the period between the closing date of the last preceding Billing Cycle and the closing date of the current Billing Cycle in any twelve-month period. There shall be no more than twelve (12) Billing Cycles, which shall be as nearly equal in length as possible.

5. PAYMENTS.

You promise to pay your Account in full no later than the tenth of the month following the purchase (hereinafter Due Date). Payments may be made at any of our locations.

6. INTEREST ON LATE PAYMENTS.

If you do not pay your Account in full by the Due Date, we will charge you interest on such Unpaid Balance from such Due Date until paid at the rate of eighteen (18) percent per annum. However, interest on the debt shall not exceed the maximum legal interest rate which may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if the debt has been paid, refunded.

7. CANCELLATION.

If you do not make any payment due hereunder, if you file (or have filed against you) a petition for relief under the Bankruptcy Code, or if any event occurs or condition exists that we in good faith believe impairs your ability to repay your debts to us, we can cancel this Agreement and declare the entire balance then posted to your Account due and payable at once, without further notice. Upon such declaration, we will no longer be obligated to accept your purchases under this Agreement, and you will owe us the entire balance posted to your Account, plus interest on such balance at eighteen (18) percent per annum.

8. CREDIT APPLICATION.

You represent that all statements made in the attached Credit Application are true and correct and we can cancel this Agreement and declare the entire balance then posted to your Account due at once without further notice in the event any statement in your Credit Application is or becomes not true and correct. If this Credit Account Agreement is accepted by us, our Acceptance will be based upon our reliance on your statements made in such Credit Application and we understand that you are making such statements to induce us to accept this Credit Account Agreement. You acknowledge that you are aware that Section 32.32 of the Texas Penal Code provides a criminal offense for a person who intentionally or knowingly makes a materially false or misleading written statement to obtain property or credit for himself or another.

9. APPLICABLE LAW.

This Agreement is made in and shall be governed by the laws of the State of Texas.

10. VENUE.

All obligations of the parties created hereunder are performable in Burtleson County, Texas, or the county of the location from which you purchased the goods and the parties hereby contractually agree that venue for any lawsuits under this credit account agreement shall be governed by this paragraph.

11. ATTORNEY'S FEES.

If it becomes necessary for us to secure the services of any attorney in order to collect any amount due hereunder, or to enforce any of the provisions hereof, you agree and bind yourself to pay to us court costs, expert fees (if any), attorney's fees and all costs including fees for filing, recording, or releasing in any public office any document securing an Account.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WOODSON LUMBER COMPANY

By: \_\_\_\_\_  
Credit Manager

\_\_\_\_\_  
\_\_\_\_\_

Applicant Signatures

**GUARANTY AGREEMENT**

\_\_\_\_\_, \_\_\_\_\_ County, Texas \_\_\_\_\_, 20\_\_\_\_

In consideration of WOODSON LUMBER COMPANY giving or extending terms of credit to \_\_\_\_\_, hereinafter called Debtor, I, we, or either of us, hereinafter called Guarantors hereby agree, jointly and severally, to give this Guaranty to Woodson Lumber Company, hereinafter called Creditor, its successors or assigns, at its office in the city of \_\_\_\_\_, \_\_\_\_\_ county, Texas, of payment of any and all indebtedness or other liability, fixed or contingent, which Debtor may now or at any time hereinafter owe said Creditor, together with interest and collection costs as may be provided in any instrument evidencing said indebtedness or other liability, fixed or contingent, whether said indebtedness or other liability, fixed or contingent, arises by the extension of credit, delivery of merchandise, purchase order or in any other manner whatsoever, and I, we, or either of us agree upon demand at any time to pay said Woodson Lumber Company, its successors or assigns, the full amount of said indebtedness, becoming subrogated in the event of payment in full by me or us to the claim of said Woodson Lumber Company, its successors or assigns. Guarantors expressly waive notice of acceptance of this Guaranty and presentment, demand for payment, notice of dishonor or non-payment, protest and notice of protest of any instrument evidencing indebtedness, diligence on the part of said Creditor, in the collection of any and all said indebtedness or other liability, fixed or contingent, notice and notice of all extensions that may be granted to the Debtor, and said Creditor shall be under no obligation to notify me, or either of us, of its acceptance hereof, nor of any advances made or credit extended on the faith hereof, nor of the failure of said Debtor to pay said indebtedness as it matures, nor to use diligence in preserving the liability of any person on said indebtedness or other liability, fixed or contingent, or in bringing suit to enforce collection of the debt due under this guaranty; and I, We, or either of us, further agree to pay court costs and reasonable attorneys' fees should this contract be placed in the hands of an attorney for collection or should it be collected through any court.

Should the status of the Debtor change, this guaranty shall continue and also cover the indebtedness of the Debtor under the new status, according to the terms hereof guaranteeing the indebtedness of the original Debtor.

This is a continuing guaranty, and shall apply to and cover all indebtedness and renewals thereof abovementioned or described. The Guarantor, or one or more of them, may give to the Creditor written notice that the Guarantor or Guarantors giving such notice will not be liable hereunder for any indebtedness created, incurred or arising after the giving of such notice; but the obligation of all Guarantors who shall not have given notice shall, as to all indebtedness created, incurred, or arising after the giving of such notice remain and continue as if such Guarantors had been the only Guarantors signing this instrument. The notice above provided for shall not be considered as given until actually received and acknowledged in writing by an officer of said Creditor. In the event of the death of any Guarantor hereunder, the obligation of the deceased shall continue in full force and effect against his estate as to all indebtedness which shall have been created or incurred by the Debtor prior to the time when the Creditor shall have received notice, in writing, of such death, and this guaranty shall from the date of such death as to all indebtedness created, incurred or arising after such death remain and continue in full force as a guaranty by the surviving Guarantors.

The Creditor shall not be required to pursue any other remedies before invoking the benefits of this guaranty; especially it shall not be required to exhaust its remedies against endorsers, collateral and other security.

If any or all of the indebtedness hereby guaranteed be secured, the Guarantors agree that the creditor may from time to time, at its discretion and with or without valuable consideration, allow substitution or withdrawal of collateral or may release security, and should the Debtor execute in favor of said Creditor any collateral agreement, the exercise by the Creditor of any right conferred upon it in said agreement shall be wholly discretionary with the Creditor, and such exercise of, or failure to exercise such right shall in no way impair or diminish the obligations of the Guarantors hereunder.

Suit may be brought against the Guarantors, jointly and severally, and against any one or more of them, less than all, without impairing the rights of the Creditor, its successors or assigns, against the others of the Guarantors; and the Creditor may compound with any one of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to the Creditor for such indebtedness without impairing the right of the Creditor to demand and collect the balance of such indebtedness from others of the Guarantors not so released; but it is agreed among the Guarantors themselves, however, that such compounding and release shall in no way impair the rights of the Guarantors as among themselves. Venue of all suits under this agreement shall be in Burtleson County, Texas.

Guarantors hereby (1) consent and agree that, without notice to or further assent by them, the time of payment of the indebtedness, or any part thereof, may be extended or modified, and the terms and provisions of any contract or document constituting any part of the indebtedness may be modified or altered, in any way Creditor and Debtor may deem to be proper, and, notwithstanding any such change, alteration, or modification, the undersigned will remain bound on the Guaranty; (2) consent and agree that Creditor may, in its sole discretion, determine the reasonableness of the period which may elapse prior to the making of demand for payment of any of the indebtedness hereby guaranteed; (3) consent and agree that its liability hereunder shall not be affected or impaired by any failure, neglect, or omission on the part of Creditor, its successors or assigns, to realize upon any of the indebtedness or any collateral or security for all or any part of the indebtedness; and (4) expressly accept and consent to all of the terms and conditions contained in any agreement between Debtor and Creditor with respect to the indebtedness.

Creditor shall not be required to pursue any other remedy, or to exhaust its remedy against any endorser or collateral, before invoking the benefits of this Guaranty.

In the event Debtor is a corporation, joint stock association, partnership, or is hereafter incorporated, if the indebtedness at any time hereafter exceeds the amount permitted by law, or debtor is not liable because the act of creating the obligation is ultra vires, or the officers or persons creating the indebtedness acted in excess of their authority, and for these reasons the indebtedness to creditor which Guarantors agree to pay cannot be enforced against the corporation, joint stock association, or partnership, such fact shall in no manner affect Guarantors' liability hereunder, but Guarantors shall be liable hereunder, notwithstanding said corporation, joint stock association, or partnership is not liable for such indebtedness, and to the same extent as we would have been if the indebtedness of Debtor had been enforceable against it.

This Guaranty shall inure to the benefit of the transferee, assignee or holder of the indebtedness and to the successors or assigns of Creditor.

In the event any payment by debtor to Creditor is held to constitute a preference under the bankruptcy laws, or if for any other reason creditor is required to refund such payment or pay the amount thereof to any other party, such payment by Debtor to Creditor shall not constitute a release of Guarantors from any liability hereunder, but Guarantor agrees to pay such amount to creditor upon demand.

Guarantors further expressly agree that this Guaranty is, and shall be construed to be, absolute, general and continuing.

This Guaranty shall extend to and be binding upon Guarantors, their heirs, successors and assigns.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR

|   |              |                 |                  |                  |              |                |
|---|--------------|-----------------|------------------|------------------|--------------|----------------|
|  |              |                 |                  |                  |              |                |
| <u>MAIL TO: P.O. BOX 419, CALDWELL, TX 77836</u>                                  |              |                 |                  |                  |              |                |
| <b>Brenham</b>  | <b>Bryan</b> | <b>Caldwell</b> | <b>Lexington</b> | <b>Groesbeck</b> | <b>Mexia</b> | <b>Buffalo</b> |
| 979-836-7933  | 979-822-3765 | 979-567-9805    | 979-773-2238     | 254-729-2865     | 254-562-9351 | 903-322-4638   |

To Whom It May Concern:

I authorize release of all credit information, both business and personal, to Woodson Lumber Company. They have a signed credit application from me, and the information is to be used for the purpose of establishing credit with their firm.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Site Readiness on New Construction, Remodeling, or Other Delivery Sites

Our Woodson Lumber fleet is committed to supplying customers with the best service and delivery possible. In order to do so, Woodson's Fleet Safety Committee would like to ensure that each jobsite is ready, prior to delivery, allowing all required services to be completed in a safe and timely manner. Site readiness will allow our drivers and delivery staff to meet customer delivery requirements and to minimize the opportunity for damage to property, product, and lives. If the site is not ready when our delivery truck arrives, deliveries may be delayed, and/or additional service costs may be incurred.

### Site Readiness Includes

- Accurate delivery address posted clearly on the jobsite.
- If driveway is not in place, adequate ground firmness must exist so that the truck may offload and safely exit the property without the need of a tow truck. No other modifications may be made (EX: placing plywood on the ground for the truck or forklift to drive over) to the ground surface to provide a temporary solution. Our drivers may not place materials on a public roadway.
- If driveway is not in place, septic lines and tank must be accurately identified. Woodson will not be responsible for wrongly identified septic location.
- Delivery site must be reasonably clean (appropriate pathway for delivery) and free of debris which would result a safety hazard for our delivery staff.
- If a low hanging power line exists (different from securely strung power lines placed by utilities company) as a meter pole and line to new construction, our delivery trucks must not drive near, or dump the load near the power line – whether or not it is active - to protect our delivery staff from potentially life threatening electric shock.
- If delivery requires hand off-loading, it must be set up with our sales staff prior to truck leaving our location.
- If a hand off-loading situation was recommended by Woodson staff, the customer – for his/her protection or the protection of the property – must not request a different type of off-load.

In the event that the jobsite is not ready at the time of requested delivery:

- Woodson's delivery staff will not be able to deliver the product, resulting in a secondary shipment with a potential for additional delivery charge.
- If the delivery is postponed over 2 weeks, a restocking fee may be required.

If a question exists about your job site being ready for delivery, please contact the store manager and/or outside sales personnel for guidance. They will be more than happy to answer your questions to limit the problems for you, as the customer, and ensure the safety of our delivery staff.

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Customer Signature

Date