



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 (NON-COMMERCIAL)

Applicants			
Physical Address			
Mailing address			
City	State	Zip	Phone Number
Social Security Number		Driver License Number	Birthdate
Maximum amount of credit requested		Email Address	

BANK NAME AND ADDRESS	TYPE OF ACCT AND ACCOUNT NO.	TELEPHONE NUMBER

CREDIT REFERENCE AND ADDRESS	HIGH CREDIT	TELEPHONE NUMBER

HAVE YOU EVER FILED A PETITION IN BANKRUPTCY OR BEEN DECLARED A BANKRUPT? _____

HAVE YOU EVER HAD A JUDGEMENT AGAINST YOU? _____

ARE YOU PRESENTLY A PARTY TO A LAWSUIT? _____

TAX ID NUMBER IF EXEMPT _____

PERSONS AUTHORIZED TO SIGN ON ACCOUNT:

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 purchase 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 just closed Billing cycle (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 cost 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).

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, attorney's fees set by a court, and lawful fees for filing, recording, or releasing in any public office any document securing an Account.

Executed this _____ day of _____, 20____.

WOODSON LUMBER COMPANY, INC.

By: _____
Credit Manager

Applicant's Signature

						
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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.

Customer Signature

Date