

SUNNYVALE LUMBER, INC.
APPLICATION FOR CREDIT

*To insure prompt processing, please fill out form completely.
(Please print in ink or type.)*

FOR OFFICE USE ONLY:

Date _____
Opened: Yes No
Account No. _____
Letter Sent _____ Ledger _____
Sales Rep _____

Firm Name: _____ Phone: _____

Street Address: _____ Fax: _____

City: _____ ZIP: _____

Mailing Address, if different: _____

City: _____ ZIP: _____

Established Date: _____ Contractor License No. _____

Resale: No Yes If Yes, Resale No. _____

Credit Line Requested: \$ _____ Purchase Order or Job Number Required: Yes No

If a PARTNERSHIP, SOLE PROPRIETOR, OR OWNER/BUILDER, please complete this section:

Owner / Partner Name: _____ Social Security No. _____

Spouse: _____ Social Security No. _____

Home Address: _____ City: _____ ZIP: _____

Phone: _____ No. of Years at this Address: _____

Partner Name: _____ Social Security No. _____

Spouse: _____ Social Security No. _____

Home Address: _____ City: _____ ZIP: _____

Phone: _____ No. of Years at this Address: _____

Partnership Fed. I.D. No. _____

If a CORPORATION, please complete this section:

Corporation Fed. I.D. No. _____ State Filed: _____

Principals:

President: _____ Address: _____

City: _____ ZIP: _____ Phone: _____

Vice President: _____ Address: _____

City: _____ ZIP: _____ Phone: _____

Secretary: _____ Address: _____

City: _____ ZIP: _____ Phone: _____

Treasurer: _____ Address: _____

City: _____ ZIP: _____ Phone: _____

ALL APPLICANTS, please furnish TRADE and BANK REFERENCES:

Name	Address	Phone	Acct No.	Contact

PLEASE READ CAREFULLY BEFORE SIGNING

THE FOLLOWING IS A CONTRACTUAL OBLIGATION:

Applicant states that all information is warranted to be correct and is submitted to induce Sunnyvale Lumber, Inc. to extend commercial credit to applicant. Applicant hereby authorizes Sunnyvale Lumber, Inc. to make whatever credit inquiries it may believe are necessary from time to time in order to extend credit, or continue to extend credit, and agrees to indemnify Sunnyvale Lumber, Inc. and its agents from any and all liability resulting therefrom. Applicant hereby grants any person permission to provide Sunnyvale Lumber, Inc. any and all information it may request.

Unless otherwise agreed to by both parties, all charge account invoices are due the 10th of the month following the date of purchase, and are delinquent thereafter. Credit Privileges may be suspended on any account not paid by the end of the month following the invoice purchase. Applicant agrees to pay Sunnyvale Lumber, Inc. in cash or cash equivalent in accordance with the terms stated above.

Applicant will provide seller, upon request, complete job information on all orders over \$750 for the purpose of preparation and service of a Preliminary 20-day Notice under applicable mechanics lien laws. Information must be provided in a timely manner or seller reserves the right to request information before releasing any material for shipment to a new job.

All returns, exchanges, credits and refunds are subject to our approval. No credits or refunds can be issued without a sales invoice. Customer returned items are subject to a minimum handling charge of 15%. Returns trucked by us are subject to a minimum handling charge of 25%. Special orders or Milled items can not be returned under any circumstances.

A \$20 handling fee will be charged on all returned checks. The buyer hereby agrees to pay seller 1-1/2% per month (an ANNUAL PERCENTAGE RATE of 18%) on any balance still outstanding when statements are prepared, compounded monthly, as liquidated damages. Should any action or proceeding at law or in equity, including arbitration, be instituted by or against the parties hereto for any reason, the prevailing party shall be entitled to recover attorney's fees from the other as costs. In the event of collection of any indebtedness by a collection agency, or otherwise, applicant agrees to pay Sunnyvale Lumber, Inc. all costs and expenses of collection.

This agreement shall be construed in accordance with the laws of the State of California. It shall be deemed executed and entered into in the County of Santa Clara, California, and all disputes arising therefrom shall be brought in the courts of that county, unless otherwise prescribed by Mechanics Lien Laws. Sunnyvale Lumber, Inc.'s waiver of the breach of any provision of this agreement shall not constitute a waiver of the provision, or a waiver of any other breach of the agreement. The terms hereof are severable and the invalidity or inapplicability of any clause shall not affect the other clauses.

This agreement is distinct and exists independent of any agreement to purchase or sell materials or goods between the parties hereto. It shall not be considered a part of any such agreement, even if the extension of credit is related to such purchase or sale. Applicant shall promptly notify Sunnyvale Lumber, Inc. of any relevant changes in business structure. This agreement may not be assigned by applicant.

If the applicant is a corporation, the undersigned, by initialing here _____, agrees: 1.) that for all purposes under this agreement the term "Applicant" shall be deemed to include the undersigned, and 2.) that the undersigned assumes personal responsibility for the timely payment of any and all debts of applicant to Sunnyvale Lumber, Inc. under this agreement.

PRINT NAME _____

DATE _____

SIGNATURE _____

TITLE _____

TWO CONVENIENT LOCATIONS TO SERVE YOU

SUNNYVALE LUMBER, INC.
870 West Evelyn Ave.
Sunnyvale, CA 94086
(408) 736-5411

SUNNYVALE LUMBER, INC.
44580 Old Warm Springs Blvd.
Fremont, CA 94538
(510) 651-8730