

## **Timberland Home Center, Inc. Commercial Charge Agreement**

In this Timberland Home Center, Inc. Commercial Charge Account Agreement (“Agreement”), the words “we,” “us” and “our” refer to Timberland Home Center, Inc., and any business to which this Agreement and/or any indebtedness incurred under this Agreement may be assigned. The words “you” and “your” refer to the businesses identified in this application for which Timberland Home Center, Inc. is opened, each person who signs the application for this Account on behalf of such business, and each other person authorized by any of the foregoing persons to use this Account.

1. **Account for Commercial Purposes Only:** This Account, and any sub-Accounts, designated with our prior approval, for any of your offices or divisions, will be opened in the name of the business identified for that purpose in the application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of that business. You agree not to use this Account for personal, family, or household purposes. In this connection, you understand that your agreement not to use this Account for personal, family, or household purposes means that important duties imposed upon us and rights conferred upon a customer, pursuant to certain applicable federal and state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given purchase conforms to this commercial use agreement, and you agree that a breach by you of the provisions of this Paragraph 1 will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

2. **Billing:** You agree to accept our descriptive billing system accounting for all purchases on the Account and understand that no purchase orders or purchase order numbers will be provided or accepted for billing purposes. Our invoice number will be the reference number used for billing purposes to identify purchases and transactions of goods and/or services.

3. **Promise to Pay:** In return for extending credit to you on this Account, and any sub-Account(s) approved by us, from time to time, you jointly and severally agree to pay for all purchases any of you and any sub-Account users charge to this Account, and all other charges set forth below, according to the terms of this Agreement. In this connection, you understand that we will be unable to determine whether any given purchase was in fact authorized by and for the benefit of the business in whose name the Account or any approved sub-Account is established and you agree that your promise contained in this Paragraph 3 will apply to all purchases made by any of you, including without limitation any of your offices or divisions, whether or not the purchases were in fact authorized by and for the benefit of the business. Until we give you written notice of a change in terms, all purchases of goods and/or services charged to this Account from the 26<sup>th</sup> day of the preceding calendar month through the 25<sup>th</sup> day of the current calendar month will be shown on a billing statement for that period and payment for all such purchases is due in full by the tenth (10<sup>th</sup>) day of the month.

4. **Default/Late Payment Charge:** In the event we do not receive your payment of the full amount due (the “New Balance”) by the due date shown on your monthly billing statement, you will be in default. You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with having to monitor and collect your Account and (b) for bank or similar credit we will have to obtain because you have not paid for your purchases in a timely fashion. You agree to pay a Late Payment Charge equal to 1.5% per month for the amount remaining unpaid, or such lesser amount as may be permitted by applicable state law, as liquidated damages. The Late Payment Charge will be figured by applying the above-stated percent to the adjusted balance in the Account, which we get by taking the balance you owed at the end of the previous billing period after subtracting any unpaid Late Payment Charge and any payments received and credits issued during the present billing cycle. This amount will be added to your Account balance at the end of each monthly billing cycle while your default continues, except that no Late Payment Charge will be imposed on the billing cycle during which your default is cured by repayment of all amounts owing on your Account.

5. **Irregular Payments/No Waiver By Us:** To extent permitted by applicable state law, if we accept any late payment or partial payment, whether or not marked as payment in full, that acceptance will not affect the due date of any other payment due under this Agreement, nor will it act as an extension of time or a waiver of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement.

6. Returned Check Fee: If any check you send us in payment on this Account is returned to us unpaid, you agree to pay a Returned Check Charge of \$15.00, or such lesser amount as may be permitted by applicable state law.

7. Security Interest/Liens: We retain a security interest under the Uniform Commercial Code in all goods charged to your Account until each item purchased is paid for. If you default in your payment obligation, whether or not we have previous defaults, we may repossess and sell any or all of this collateral in the manner permitted by applicable state law. We or our assignee may secure payment for all purchases charged to your Account by filing mechanic's or materialmen's liens against any property improved or to be improved by goods and/or services charged to your Account, as provided by the laws of the state where such property is located.

8. Collection: You shall remain liable for all amounts owing on your Account whether or not we repossess such merchandise provided, however, that the proceeds of any sale of merchandise shall be credited against that liability as provided in the Uniform Commercial Code. If collection of your Account is referred to any attorney who is not our employee, to the extent permitted by applicable state law, you agree to reimburse us for our reasonable attorney's fees and court fees.

9. Credit Investigation: You authorize us to investigate your credit history and that of the principal owners of the businesses applying for this Account, by (a) obtaining information about the business from commercial reporting companies, (b) obtaining information about the principal owners of the business who sign the application from consumer credit reporting agencies, and (c) making direct inquiries of businesses where you have accounts. You also authorize us to report how this Account is paid by you and the principal owners under this Agreement to credit bureaus and others who we believe have a legitimate right to receive such information.

10. Credit Authorization: Some purchases will require prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will be liable to you if any of these events happen.

11. Credit Limit/Cancellation: We may advise you of the credit limit on this Account, which we may raise, lower or cancel at any time, and you promise not to allow the outstanding balance to exceed this credit limit. You may terminate this Agreement at any time, upon advance written notice to us but, if you do, you agree to pay the outstanding balance in this Account according to the terms of this Agreement.

12. Change in the Terms of This Agreement: We may change the terms of this Agreement at any time in the manner permitted by law. You will be notified in advance of any such change, if that is required by law. To the extent permitted by applicable state law, at our option any new terms will be applied to the balance existing at the time of the change and to any subsequent purchases.

13. Terms and Conditions of Sale: You agree that any purchases of goods and/or services charged to your Account under the Agreement will be solely governed and controlled by the terms and conditions found in our invoices, order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply even though such purchase order of different form may be submitted to or accepted by us in connection with a purchase.

# CREDIT APPLICATION

INSTRUCTIONS: If you are applying for an individual account in your name and a substantial part of the income on which you are relying as a basis for credit is derived from your spouse or former spouse, please obtain the written authorization of your spouse or former spouse in order to allow TIMBERLAND HOME CENTER to investigate his or her credit record. A space for this authorization is provided below in the block headed "Information on Applicant's Spouse or Former Spouse" this authorization is a requirement of the federal fair credit reporting act. (Note: If you are presently married and your income is derived solely from the income of your Spouse, this application should be completed in the name of your spouse.)

## Name and Address of Credit Applicant

Name	Middle Name	Last Name	Social Security Number	Date of Birth
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Address	City	State	Zip Code	Phone Number
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Previous Address	City	State	Zip Code	How Long?
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	Yrs. <input style="width: 20px;" type="text"/> Mos. <input style="width: 20px;" type="text"/>
Present Employer	Occupation	How Long?		Please Check One:  <input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	Yrs. <input style="width: 20px;" type="text"/> Mos. <input style="width: 20px;" type="text"/>		
Address	City	State	Zip Code	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Credit Line Requested	Other Income, amount?			
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>			
Bank Name	Address	Checking Account Number	Savings Account Number	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	

## Information on Applicant's Spouse or Former Spouse

Name	Middle Name	Last Name	Social Security Number	Date of Birth
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Address	City	State	Zip Code	Phone Number
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Employer	Occupation	Net Income		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		

## Property Information

Address or Description of Property	Owner	Mortgage Holder	Mortgage Holder Address	Amount of Mortgage
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

In consideration of credit being extended by TIMBERLAND HOME CENTER, INC. to me, I certify that truthfulness and veracity guarantee to bind myself to the faithful payment of all amounts purchased or now owing, by me, or any other person, firm, or corporation for my benefit.

In the event this account is placed in the hands of an attorney for collection, I agree and promise to pay a reasonable attorney's fee and costs of collection.

I authorize purchase and deliveries to be made without signature.

Purchase of any materials will indicate the acceptance of TIMBERLAND HOME CENTER'S regular billing date is the 28th of each month, with balances due and payable by the 10th of the following month. If your account is paid by the 10th of the month following the purchase of merchandise, only the NET AMOUNT of the statement will be payable. IF NOT paid by the 10th, the account is past due and in default, and A LATE CHANGE OR FINANCE CHARGE WILL BE ASSESSED IN THE AMOUNT OF 1 1/2% CALCULATED ON THE 28TH DAY OF THE PREVIOUS MONTH (less payments and credits to said balance) UNTIL PAYMENT IN FULL IS MADE. ONE AND ONE HALF PERCENT PER MONTH IS AN ANNUAL PERCENTAGE OF 18%.

Social Security Number	Applicant (Buyer)	Date
Social Security Number	Signature	Date
Social Security Number	Signature	Date

Store Number

Phone Number

Fax Number

**FOR OFFICE USE ONLY**

Account Number

Salesperson

Company Name (Full Legal Name)  Parent Company (If Applicable)  Doing Business As (DBA)

Address  City  State  Zip Code  Phone Number

Billing Address  City  State  Zip Code  Phone Number  Billing Contact

**Check One:**

Corporation/LTD Partnership  How Long in Business?  Credit Line Requested

Proprietorship  Type of Business  Tax Exempt Number

Partnership  Dun & Bradstreet Number

Government

Other

**Commercial Trade References**

Name	City/State	Fax Number	Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Bank Reference**

Name	Address	Account Number	Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If business is a proprietorship or partnership the following must be completed by an owner or general partner:

Name	Middle Name	Last Name	Social Security Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Address	City	State	Zip Code	Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Method of Authorizing Purchases (Please indicate below your preferred methods for authorizing purchases.)**

P.O. requested on all purchases

Telephone verification  
Name   
Phone

Authorized signature file  
(If yes, complete Name of Authorized Purchasers section below.)

Other  
If yes, please explain in detail.

**Names of Authorized Purchasers**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

# PERSONAL GUARANTY

IN CONSIDERATION OF THE FINANCING OF PURCHASES BY TIMBERLAND HOME CENTER, INC., (T.H.C., INC.) UNDER THE T.H.C., INC. COMMERCIAL CHARGE ACCOUNT AGREEMENT ("AGREEMENT") ATTACHED TO THIS APPLICATION, THE TERMS OF WHICH ARE INCORPORATED BY REFERENCE IN AND MADE A PART OF THIS APPLICATION, THE UNDERSIGNED HEREBY AGREES TO BE PERSONALLY LIABLE FOR ALL PURCHASES MADE UNDER THE AGREEMENT, AND ALL OTHER APPLICABLE CHARGES OR FEES. THE UNDERSIGNED FURTHER AGREES TO PAY THE TOTAL BALANCE DUE ON THE ACCOUNT OPENED PURSUANT TO THE AGREEMENT UPON DEMAND, WITHOUT REQUIRING T.H.C. INC. TO PROCEED FIRST TO ENFORCE PAYMENT AGAINST THE BUSINESS ENTITY ALSO LIABLE ON THE ACCOUNT, IN THE EVENT OF ANY DEFAULT UNDER THE AGREEMENT WHICH GOVERNS THE ACCOUNT, THE UNDERSIGNED HEREBY WAIVES ANY NOTICES REGARDING THE AGREEMENT AND AGREES THAT THIS PERSONAL LIABILITY SHALL BE APPLICABLE FOR AS LONG AS THE AGREEMENT AND ACCOUNT SHALL BE OPERATIVE.

\_\_\_\_\_  
First Name Middle Initial Last Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Home Phone Social Security Number

X  
\_\_\_\_\_  
Personal Guarantor Signature

## PLEASE READ BEFORE SIGNING

NOTICE (A) DO NOT SIGN THIS T.H.C., INC. COMMERCIAL CHARGE ACCOUNT AGREEMENT BEFORE YOU READ IT;  
(B) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT.

The undersigned hereby submits this Application for the purposes of applying for a T.H.C., INC. Commercial Charge Account, affirms that the information furnished herein is true and correct, and agrees that such account will be governed by the terms and conditions set forth in the T.H.C., INC. Commercial Charge Account Agreement binding upon or enforced against T.H.C., INC., until approval of your credit. Any person signing below on behalf of a business entity confirms that it is a valid business entity and that said person is authorized to enter into this Agreement on its behalf. No Application will be processed without the signature of an authorized person on behalf of the applicant, and the signature(s) when required in the Personal Liability section above.

**The undersigned acknowledges receipt of a copy of this Agreement.**

## THIS SECTION MUST BE COMPLETED

\_\_\_\_\_  
Name of business (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date