



# ALAMO FOREST PRODUCTS, INC.

10800 Sentinel San Antonio, TX 78217

(210) 352-1333

## BUSINESS ACCOUNT CREDIT APPLICATION & AGREEMENT

Company Name: \_\_\_\_\_ Corporation: \_\_\_\_\_

Yard/Store Address: \_\_\_\_\_ Partnership: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Proprietorship: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Or

Officers: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Accounts Payable Manager: \_\_\_\_\_ No. of employees: \_\_\_\_\_

Type of Business:                      Wholesaler\_\_                      Retailer\_\_                      Manufacturer\_\_

Years in Business: \_\_\_\_\_

Approximated monthly purchases from Alamo Forest Products: \$ \_\_\_\_\_

Credit line requested: \$ \_\_\_\_\_

### REFERENCES-MAJOR SUPPLIERS

Name	Address	Phone/Fax
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### BANK REFERENCES

Name and Branch of Bank: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Officer: \_\_\_\_\_

Please attach your financial statement.

Terms of Sale

Terms of sale vary with the type of sale, direct ship or distribution, and are product specific. The terms of sale appear on the invoice. If a discount is indicated, the discount shall be earned if the payment is postmarked on or before the due date. Unearned discounts will be charged back to the customer. If 10<sup>th</sup> Prox terms are in effect, invoices unpaid after the 25<sup>th</sup> shall be considered past due and the customer's account may be placed on hold. Invoices remaining unpaid at the end of the month following the invoice date shall be delinquent and subject to finance charge. A finance charge equal to 18% per annum or 1-1/2% per month will be imposed on past due accounts starting from the date of delinquency. Accounts are due and payable in accordance with stated invoice terms. Customer agrees to pay reasonable attorney fees and all other costs incurred in collection at San Antonio, Bexar County, Texas. Account is payable to Alamo Forest Products, Inc.

Delivery

Delivery is free for shipments which meet minimum order requirements. Contact your salesperson for current minimum order requirements.

Statements

Monthly statements are available to customers upon request.

**Limited Warranty:** Seller makes no warranty, expressed or implied, with respect to any goods which carry a manufacturer's warranty which runs for the benefit of the buyer. Seller warrants that, at the time of delivery, all lumber products comply with applicable association grading specifications including allowable proportion of defects permitted by such specifications. Seller warrants that all other goods shall be free from defect at time of delivery. The foregoing warranties run only to buyer and are not to run to or benefit any subsequent purchaser or user of the goods. Buyer agrees to inspect the goods for defects within five days after delivery of the goods. No claim for breach of the foregoing warranties may be made by buyer unless notice of such defect is given to seller within five (5) days after delivery of the goods. Any claim for shortages must be made by buyer at time of delivery and so noted on seller's delivery receipt. Any claim made after proper notice for breach of foregoing warranties must be commenced within the lesser of one year or the minimum time allowed by applicable state laws. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ANY EXPRESS WARRANTY BEYOND THOSE SET FORTH ABOVE SHALL BE VALID ONLY IF GIVEN IN WRITING AT THE TIME OF SALE. Seller will, at seller's option, refund, replace, or adjust cost of any warranted goods which prove substandard from grading agency specifications provided that such grading agency inspection requirements have been met subsequent to notice of a claim. BUYER'S REMEDIES AS STATED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES, AND SELLER IS NOT LIABLE FOR ANY DAMAGES, WHETHER ORDINARY, INCIDENTAL, OR CONSEQUENTIAL.

I/we understand and agree to the foregoing terms of sale and authorize Alamo Forest Products, Inc. to obtain such information as required concerning this application.

Date \_\_\_\_\_ Firm Name \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name and Title \_\_\_\_\_

In consideration of the extension of credit to the above named firm by Alamo Forest Products, Inc., I agree to personally guarantee all indebtedness incurred by the applicant, including any interest assessed on past due balances as set out above and agreed to by applicant. I further agree that this guaranty is an absolute, complete and continuing one and that no notice of indebtedness or any extension of credit already or hereafter contracted for or extended need be given. The terms may be rearranged, extended or renewed without notice to me. I agree that within five days from the date of notice that the account is past due, I will pay the total amount due including any interest charge.

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Individually