

CREDIT AGREEMENT

The applicant named hereby makes application for credit and provides the information contained herein, which is warranted to be true and correct, for the purpose of having MacBeath Hardwood Company make periodic sales of goods and materials. In consideration thereof, it is agreed and understood that (1)The undersigned is an authorized agent of the applicant and is duly empowered to enter into and make binding agreements on its behalf ;(2) Payments shall be made to MacBeath Hardwood Company at 2150 Oakdale Avenue, San Francisco, California 94124; (3) A Purchase Money Security Interest in all goods and materials purchased shall be retained by MacBeath Hardwood Company until payment in full has been received; (4) In the event of default of payment when due, or any other dispute between the parties, the prevailing party, in addition to any other relief which the court may grant, shall be entitled to reasonable attorney's fees and actual costs; (5) The applicant agrees to pay a LATE PAYMENT CHARGE equal to 1 1/2 percent per month as liquidated damages for each day that payment is delayed beyond the agreed upon terms; (6) All claims must be made WITHIN 15 days upon receipt of invoice; (7) Discount terms can be obtained by contacting our office at the yard purchases are made. (8) The undersigned grants permission to MacBeath Hardwood Company the right to inquire of the named references for credit information.

Signature _____ Title _____ Date _____

GUARANTEE

In consideration of MacBeath Hardwood Company, Inc. (hereinafter referred to as MacBeath) extending credit hereunder, the undersigned jointly and severally, and unconditionally guarantee and promise to pay to the order of MacBeath, on demand, any and all indebtedness of the above named applicant to MacBeath. This is a continuing guarantee, and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between MacBeath and the named applicant save that of payment. All payments are payable in San Francisco County, California, at 2150 Oakdale Avenue, San Francisco, CA 94124.

We hereby authorize you or your agent/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Signature _____ Signature _____

Social Security# _____ Social Security# _____

TAX EXEMPTION CARD

Firm Name _____

I hereby certify

That I hold valid seller's permit **No.** _____
Issued pursuant to the Sales and Use Tax Law, that I am engaged in the business of selling _____

that the tangible personal property described herein which I shall purchase from MacBeath Hardwood Company, Inc., will be resold by me in the form of tangible personal property, PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be **purchased**: _____

Dated _____ 20 _____
at _____

Signature _____
By and Title _____

Phone _____

Address _____

FOR OFFICE USE ONLY

Salesman _____ Territory _____ Business Type _____

Finance Manager _____ Date _____ Credit Line Approved _____

Approval _____