



30875 IH-10 WEST  
BOERNE, TEXAS 78006  
830.755.4900 – OFFICE  
830.755.9036 – FAX

## CREDIT APPLICATION

FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DBA: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

TYPE OF COMPANY:      INDIVIDUAL\_\_\_      PARTNERSHIP\_\_\_      CORPORATION\_\_\_  
   LIMITED LIABILITY CORP\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

RESALE NUMBER: \_\_\_\_\_ (PLEASE ENCLOSE RESALE CERTIFICATE)

NAME OF BANK: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

TRADE REFERENCES: List name, Complete mailing address, Phone number, and Contact person

(1) \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

(3) \_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

## **CREDIT TERMS AND CONDITIONS AGREEMENT**

By execution of this application, the undersigned hereby represents to BUIE LUMBER COMPANY as follows: that the information provided by applicant under the CREDIT APPLICATION is true and correct and within the personal knowledge of the undersigned, that the undersigned has the authority to bind the applicant to the following credit terms and conditions agreement, and that the applicant and the undersigned hereby expressly agree that all purchases now made, and which hereafter may be made from BUIE LUMBER COMPANY, shall be made pursuant to the following terms and conditions:

1. **TERMS OF SALE** – Payment of any invoice is due in BUIE LUMBER COMPANY's office on the 10<sup>th</sup> of the month following the month of delivery and/or sale of merchandise.
2. **MERCHANDISE RETURNED** must be accompanied by copy of invoice or a proof of purchase delivery receipt and is subject to a restocking charge at the option of BUIE LUMBER COMPANY. All merchandise tendered for return is subject to inspection and BUIE LUMBER COMPANY shall not be obligated to accept any damaged, mutilated, altered, or otherwise unresaleable merchandise for return.
3. **CREDIT ACCOUNTS NOT PAID** within the terms stated above are immediately subject to interest accruing at the rate of 1.5% per month.
4. All invoices for purchases made under this credit agreement are payable in Boerne, Kendall County, Texas at the office of BUIE LUMBER COMPANY, located at 30875 IH-10 West Boerne, Texas 78006. In the event legal action is commenced to enforce payment of obligations created hereunder, venue for such legal action shall be in Kendall County, Texas, and the applicant and any guarantor agree to pay whatever sum the court finds to be BUIE LUMBER COMPANY's reasonable attorney's fees, expenses and costs.
5. It is the intention of this credit agreement that all transactions comply with applicable usury laws; accordingly, in no event will this document require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received, the provisions of this paragraph will govern and control, and the effective rate of interest will be automatically reduced to the maximum lawful contract rate allowed under applicable usury laws.

AGREE TO ABOVE TERMS:

APPLICANT COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: \_\_\_\_\_

**CONTINUING GUARANTEE**

In consideration of BUIE LUMBER COMPANY extending credit to the applicant company, the undersigned individual does hereby personally and unconditionally guarantee and promise to pay to BUIE LUMBER COMPANY, on demand, any and all indebtedness and obligations of the applicant company name above and/or named on the reverse side of this document. This is a continuing guarantee and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between BUIE LUMBER COMPANY and the applicant. This guarantee shall continue in effect until the undersigned has notified BUIE LUMBER COMPANY in writing, sent by certified mail, return receipt requested, of the cancellation of the guarantee, but such cancellation shall not alter any obligation of the undersigned prior to receipt of such written notice.

\_\_\_\_\_  
Signature of guarantor

\_\_\_\_\_  
Printed name of guarantor

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number