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CREDIT APPLICATION, PAYMENT, AND GUARANTEE AGREEMENT

ORDER CONFIRMATION – TERMS AND CONDITIONS

CREDIT APPLICATION

To induce Triple J Tie & Timber, LLC to sell goods or extend credit to Purchaser or accept business checks from Purchaser, Purchaser and Guarantor must complete and sign this Application and Guarantor Agreement. All sale are C.O.D. until Triple J Tie & Timber, LLC agrees to extend credit to Purchaser. Only company officers of Triple J Tie & Timber, LLC are authorized to negotiate and agree to credit terms. ALL SALES are subject to the terms and conditions stated herein.

BASIC COMPANY INFORMATION	
Purchaser's Legal Name:	
Purchaser's Trade Name:	
Tax Address:	
Mailing Address:	
Billing Address:	
Business Tax Type (on W9):	
Business FEIN:	
Sales Tax No:	
Is Certificate of Resale Attached:	
Company Website:	
Company Primary Contact:	
Primary Contact Phone:	
Primary Contact Email:	
Company Annual Revenue:	
A/R Contact Information:	



CREDIT APPLICATION INFORMATION	
Credit Requested:	
Purchaser's Bank:	
Purchaser's Bank Accounts:	
Purchaser's Bank Contact:	
Purchaser Previous Bankruptcy:	
Guarantor's Bank:	
Guarantor's Bank Accounts:	
Guarantor's Bank Contact:	
Guarantor's Previous Bankruptcy:	
Trade/Credit Reference 1 Name:	
Address:	
Contact with Contact Info:	
Trade/Credit Reference 2 Name:	
Address:	
Contact with Contact Info:	
Trade/Credit Reference 3 Name:	
Address:	
Contact with Contact Info:	
Trade/Credit Reference 4 Name:	
Address:	
Contact with Contact Info:	



PURCAHSEY'S OFFICERS, OWNERS, GENERAL PARTNERS, MANAGING AGENTS, PRINCIPALS, AND INDIVIDUALS:

Name:	
Title:	
Address:	
Phone:	
Date of Birth:	
Soc. Sec. No:	
Name:	
Title:	
Address:	
Phone:	
Date of Birth:	
Soc. Sec. No:	
Name:	
Title:	
Address:	
Phone:	
Date of Birth:	
Soc. Sec. No:	
Name:	
Title:	
Address:	
Phone:	
Date of Birth:	
Soc. Sec. No:	



PAYMENT TERMS AND PERSONAL GUARANTEE AGREEMENT

The following terms apply to ALL SALES made or credit extended to Purchaser by Triple J Tie & Timber, LLC. In consideration of any sale made or credit extended, Purchaser and Guarantor(s) agree to all the terms stated herein. Purchaser agrees to timely pay all invoices and its account per payment terms negotiated on purchase order confirmation. Guarantor(s) personally agree(s) to guarantee Triple J Tie & Timber, LLC of Purchaser's invoices, account and any indebtedness owed by Purchaser to Triple J Tie & Timber, LLC including, without limitation, any credit extended to Purchaser. The liability of Purchaser and Guarantor(s) to Triple J Tie & Timber, LLC is joint and several with Purchaser.

Any person signing below agrees that his/her signature is in two capacities: as agent for Purchaser and personally as guarantor, regardless of any agency designation. In consideration of any sale made or credit extended to Purchaser and as a material inducement to Triple J Tie & Timber, LLC to make any sale or extend credit to Purchaser, Guarantor(s), jointly, severally and unconditionally, personally guarantee(s) to Triple J Tie & Timber, LLC the payment, not merely the collection, of Purchaser's invoices, account and any indebtedness owed by Purchaser to Triple J Tie & Timber, LLC whether presently existing or incurred hereafter. Purchaser's "account" or "indebtedness" includes, without limitation, the administrative account fee, interest, attorney's fees, bank fees for dishonored checks and collection and court expenses as provided below. Purchaser and Guarantor(s) each represent and warrant that the information provided herein is complete and true. Purchaser and Guarantor(s) authorize(s) Triple J Tie & Timber, LLC and its agents to investigate the creditworthiness, employment, income, banking, trade and credit references of Purchaser and Guarantor(s) and report to proper persons and bureaus Purchaser's and Guarantor's performance.

If Purchaser fails to pay his/her/its account or indebtedness when due, Triple J Tie & Timber, LLC may, at its option, levy a \$5,000.00 administrative account fee to Purchaser's account, which fee Purchaser and Guarantor(s) hereby agree to pay on demand, to defray Triple J Tie & Timber, LLC costs to process and collect the account or indebtedness before filing suit. Purchaser and Guarantor(s) hereby agree to pay late payment fees in the amount of 1.5% of the invoice total on invoices paid 1-30 days past due date, 5% of the invoice total on invoices paid 31-60 days past due date, and 10% of the invoice amount on invoices paid 60+ days past the due date. Purchaser and Guarantor(s) agree to pay interest at 25% per annum on any unpaid invoice or other charge from its due date until paid. If Purchaser's account or indebtedness is referred to an attorney to collect, Purchaser and Guarantor(s) agree to pay attorney's fees equal to 50% of the principal amount of the account or indebtedness found due and owing either by settlement or a court of competent jurisdiction and all collection and court costs incurred by Triple J Tie & Timber, LLC to collect the same. Purchaser and Guarantor(s) agree to reimburse Triple J Tie & Timber, LLC on demand for any bank fee incurred because a check or other form of payment is returned unpaid because of insufficient funds or otherwise. Triple J Tie & Timber, LLC may apply payments in the following order: (i) administrative account and bank fees; (ii) late payment fees; (iii) interest; (iv) attorney's fees; (v) collection and court expenses; and (vi) principal.



Sales are authorized without a signature on an invoice. Sales conclusively evidence the acceptance by Purchaser and Guarantor(s) of the terms set forth herein without exception. Goods may be sold and credit extended to Purchaser without notice to Guarantor(s) who hereby waive presentment, demand, protest, homestead, default, notice of default and evidence of indebtedness. Guarantor(s) personal guarantee(s) is/are continuing and only may be terminated by written notice delivered by certified mail, return receipt requested, to Triple J Tie & Timber's office. Guarantor(s) are liable for all sales made or credit extended to or debt incurred by Purchaser before such notice is received. Guarantor(s) personal guarantee is not discharged or affected by his/her death or the impairment of any security interest or collateral, and is binding on Guarantor(s) heirs, executors and legal representatives.

Purchaser and Guarantor(s) irrevocably waive any right to trial by jury in any action or proceeding concerning this Agreement, the Guarantee, Purchaser's account or indebtedness, invoices and the commercial relationship between Triple J Tie & Timber, LLC and Purchaser and/or Guarantor(s). Purchaser and Guarantor(s) agree to submit to personal jurisdiction and venue in a court of competent jurisdiction in Choctaw County, MS for all disputes or controversies concerning this Agreement, the Guarantee, Purchaser's account and indebtedness, invoices and the commercial relationship between Century and Purchaser and/or Guarantor(s).

Guarantor(s) irrevocably waive(s) and agree(s) to not assert any claim (as defined in 11 U.S.C. §101) that Guarantor(s) may now or hereafter have against Purchaser because of payments or transfers made by Guarantor(s) or payments or transfers for which Guarantor(s) are obligated to make to Triple J Tie & Timber, LLC hereunder.

SECURITY INTEREST: Purchaser hereby grants a security interest to Triple J Tie & Timber, LLC in all goods now or hereafter purchased.

Purchaser and Guarantor acknowledge reading this Agreement and Guarantee before signing it.

X

Signature of Purchaser/Guarantor (Seal) Date Social Security Number

X

Signature of Purchaser/Guarantor (Seal) Date Social Security Number

X

Signature of Purchaser/Guarantor (Seal) Date Social Security Number



TERMS AND CONDITIONS FOR ORDER CONFIRMATION

Definitions.

These Terms and Conditions of Order Confirmation are referred to below as “these Terms and Conditions.” “Seller” means Triple J Tie & Timber, LLC, its subsidiaries or divisions. “Buyer” means the company (ies) referenced herein, its subsidiaries, and when it does business under any assumed business name ordering Goods from Buyer. These Terms and Conditions and the Order Confirmation into which they are incorporated are referred to collectively below as the “Order Confirmation.” The order evidenced by the Order Confirmation is the “Order.” The Goods to be purchased by the Buyer under the Order are referred to as the “Goods.”

Entire Contract.

Goods sold to the Buyer will be confirmed with an Order Confirmation from Seller. The Order Confirmation will confirm the verbally transacted contract between Buyer and Seller. Except as otherwise provided herein, the Order Confirmation and the acceptance of it shall be considered a contract in the state in which Seller’s office shown on the face of the Order Confirmation is located and the contract shall be governed by the laws of that state. Unless a separate written agreement is signed by both parties, the entire contract between Buyer and Seller is contained in the Order Confirmation, except such other terms as may be specifically incorporated in the Order Confirmation by reference.

Acceptance of Buyer’s Order Conditioned on Buyer’s Assent to Terms Herein.

Seller’s acceptance of Buyer’s order is expressly conditioned on Buyer’s acceptance of the terms and condition of sales set forth herein in their entirety without any additions, deletions, modifications or exceptions. Any terms or conditions submitted by Buyer (in any order or other communication) that are different from or in addition to the terms and conditions contained herein are hereby objected to and rejected by Seller; shall not be effective or binding on Seller: and shall not become a part of the contract of purchase and sale between Buyer and Seller. Seller’s silence or failure to respond to any terms or conditions submitted Buyer shall not be deemed to be an acceptance or approval thereof.

Limitation of Warranty.

THERE ARE NO WARRANTIES, EXPRESS, OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THE ORDER CONFIRMATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. However, Seller warrants that the Goods delivered shall conform to the grade and quantity specified in the Order Confirmation. If the sale is based upon a sample, the sample shown by Seller to Buyer was for demonstration purposes only, and Seller makes no warranty that the Goods delivered shall conform to the sample; conformity of the Goods to the sample is not a part of the basis of the bargain between Seller and Buyer. If the Order includes Goods which have been blended or fabricated in accordance with a formula or shop drawings approved or supplied by Buyer, those Goods are only warranted to be in substantial compliance with the specifications of any such formula or drawings.

Limitation of Liability.

SELLER’S LIABILITY SHALL BE LIMITED TO THE COST OF REPLACING DEFECTIVE AND/OR NONCONFORMING GOODS AT THE POINT OF DELIVERY AS SPECIFIED IN SELLER’S ORDER CONFIRMATION WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY REJECTION BY BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR



LIQUIDATED, DELAY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING FROM NONCONFORMITY OF GOODS OR DELAY IN SHIPMENT, OR ANY OTHER BREACH BY SELLER.

Indemnification.

Buyer assumes and agrees to indemnify and save Seller harmless from any and all liability whatsoever which may arise from the use by Buyer or others of the goods sold hereunder, whether used singly or in combination with other materials, whether such liability is based on contract, tort, strict liability or other theory except the extent such liability is caused solely by Seller's gross negligence or willful misconduct.

Assumption of Liability.

Buyer assumes all risks and liabilities resulting from the use of the shipped Goods. Seller neither assumes nor authorizes any person to assume for Seller any liability in connection with the sale or use of the Goods.

Statute of Limitations.

No litigation or arbitration by Buyer concerning the sale shall be commenced later than 30 days after date of shipment.

Inspection, rejection, and claims procedure.

Buyer shall inspect the Goods, at its sole cost and expense. In the event of any claims related to the Goods, including but not limited to claims for compliance with specifications, shortages, defects, nonconformity, errors and for in transit loss or damage, (hereinafter, "Claims"), Buyer shall give written notice of any Claims to Seller within five (3) days of shipment by Seller. Written notice as required herein shall be sent to: Triple J Tie & Timber, LLC, PO BOX 123, French Camp, MS 39745 together with all documents supporting any Claims and a summary of all material facts upon which any Claims are made. FAILURE TO GIVE TIMELY RECEIVE NOTICE OF ANY CLAIMS IN WRITING SHALL CONSTITUTE IRREVOCABLE AND UNQUALIFIED ACCEPTANCE OF THE GOODS BY BUYER AND SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO. Provided that Buyer provides timely written notice of Claims, Seller may, in its sole discretion, either replace the portion of the Goods found by Seller to be nonconforming on the same terms applicable to the initial orders, ship additional Goods to remedy any shortage or in transit loss as determined by Seller, repair any defects in the Goods confirmed by Seller at Buyer's expense, or refund to Buyer the portion of the purchase price or portion thereof actually received by Seller for the affected portion of the Goods.

Title; Risk of Loss.

Unless expressly agreed by Seller, title and risk of loss shall transfer to Buyer upon delivery of Goods to any carrier at Seller's location or other shipping point ("Point of Delivery") irrespective of whether Seller has sold the Goods "freight prepaid" and notwithstanding any right of Buyer to cancel or return Goods.

Force Majeure.

Seller is not responsible for loss or damages resulting from loss of merchandise at sea, or failure to make shipment within the specified time or to ship at all, when such failure is due to delays of carriers or delays caused by labor difficulties, shortages, strikes, stoppages, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of any government affecting Seller in any way, bad weather, causes beyond Seller's control, acts of God, flood, lightning, war, military operation, terrorist attack or any other force



majeure event or contingency that was not foreseen at the time when Buyer placed its order for Goods with Seller. In the event of force majeure, both Buyer and Seller will attempt to overcome it and keep each other informed of progress. If a force majeure event continues for 30 days, Buyer and Seller will attempt to negotiate reasonable accommodation for performance. Should the force majeure event continue for 30 days or more, Seller may terminate the Order. Seller shall not be liable for any damages or penalties whatsoever, whether direct, indirect, special, liquidated, delay, consequential, contingent, exemplary, punitive or otherwise, resulting from Seller's failure to perform or delay in performing as a result of the foregoing.

Buyer Compliance.

The Buyer agrees to comply with the following: A) Executive Order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1) through (7) of the "Equal Opportunity Clause" and the "Certification of Nonsegregated Facilities", each of which is incorporated herein by reference, B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41 CFR 60-741.4) incorporated by reference, C) The Vietnam Era Veterans Readjustment Assistance Act (30 USC §2012) including the applicable parts of the affirmative action clause entitle "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) incorporated herein by reference, D) Executive Order 13496 "Notification of Employee Rights Under Federal labor laws" (29 CFR Part 471, Appendix A to Subpart A) also incorporated herein by reference, E) Buyer agrees to comply with all applicable commercial and public anti-bribery laws, including, without limitation, the US Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials, and the UK Bribery Act and F) Buyer hereby represents and warrants that neither Buyer, nor any persons or entities holding any legal or beneficial interest whatsoever in Buyer, are (i) the target of any sanctions program that is established by Executive order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, The International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, The Patriot Act, Public law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated nationals and Blocked Persons." If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Buyer.

Buyer shall also satisfy all government requirements related to food safety, environmental health and safety, labeling, toxic substances, and any other food safety best practice, and the requirements California Proposition 65.

Default.

If Buyer breaches or is otherwise in default under the Order Confirmation or under any other contract between the parties hereto, Seller at its option may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the order in its entirety, resell the Goods and hold the Buyer liable for such damages as Seller may incur, including consequential and incidental damages. For purposes of the Order Confirmation, Buyer's insolvency shall be a default under the Order Confirmation.



Security Interest.

Until the unpaid contract price and any other amounts payable by Buyer to Seller under the Order Confirmation are paid in full, Seller retains lien rights on the goods for the unpaid amounts. Buyer hereby conveys and grants to Seller a security interest in and assigns to the Seller a security interest in all goods purchased from seller, now existing or hereinafter acquired and not paid in buyers proceeds therefrom, including accounts receivable. These terms and conditions shall operate as a security agreement, and seller may file such UCC-1 Financing Statements as it deems necessary to reflect said security interest.

Cancellation.

Buyer warrants that Buyer is solvent and that Buyer is able to pay the purchase price for Goods purchased. Seller may cancel because of any arbitrary deductions made by Buyer or failure to comply with contract terms in respect to any shipment, including prior shipments, because of any transfer or changes in Buyer's business, Buyer's insolvency, suit by other creditors, failure of Buyer to meet any financial obligations to Seller, impairment of Buyer's credit worthiness, or unfavorable credit reports made to Seller through usual channels of credit information, unless, Buyer shall pay cash in advance of receiving the shipment to be made. Seller shall retain the right to renegotiate price or cancel in the event of force majeure, mill insolvency, or other causes beyond Seller's' control.

Environmental.

Buyer acknowledges that the Goods sold to Buyer may contain material that may pose an environmental hazard under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller) with any hazard of such Goods and their applications and the containers in which the good are shipped. Buyer agrees to inform and train its employees and customers as to such hazards. Seller make no representation or warranty of any kind, express or implied, with regard to the existence or nonexistence of mold or other contaminates on the Goods and Buyer waives any and all claims against Seller in connection therewith.

Taxes.

Unless otherwise agreed by Seller in writing, all prices are exclusive of applicable federal, state, local and foreign sales, use, excise, value added and other taxes. Any and all current or future tax or other governmental charge applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or permitted to collect shall be for Buyer's account and shall be added to the price, and shall not be subject to any reduction.

Waiver.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Severability.

If any portion of the Agreement or its application is construed to be invalid, illegal or unenforceable, then the other portions of the Agreement or its application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions.



Payments and Extension of Credit

All order confirmations are subject to the Triple J Tie & Timber, LLC PAYMENT TERMS AND PERSONAL GUARANTEE AGREEMENT signed by guarantor(s) during establishment of account with Triple J Tie & Timber, LLC.

Seal. Purchaser and Guarantor(s) Terms and Conditions for Order Confirmation

Purchaser and Guarantor acknowledge reading the Terms and Conditions for Order Confirmation before signing it.

X _____
Signature of Purchaser/Guarantor (Seal) Date Social Security Number

X _____
Signature of Purchaser/Guarantor (Seal) Date Social Security Number

X _____
Signature of Purchaser/Guarantor (Seal) Date Social Security Number