



Dear Customer,

We wish to welcome you as a new customer to Lumber One Company. We value your business and appreciate your choice to work with us.

The following is general information concerning invoices of Lumber One Company. We prefer to email all invoices to the email address provided on your credit information. Alternately we can also fax them to you.

Please remit your payment to the appropriate remit to address listed on the invoice that you receive. Our remit to addresses are as follows:

Lumber One Co., Inc.
P. O. Box 197577
Nashville, TN 37219-7577

Lumber One Wood Preserving, LLC
P. O. Box 197579
Nashville, TN 37219-7579

In order to facilitate the establishment of an appropriate credit line, we require that you completely fill out the attached documents and return them by fax to **256-248-6318/256-332-9280** or by email accounting@lbr1co.com.

If you have any questions regarding an invoice please contact our accounting department 256-383-7995 or email them at accounting@lbr1co.com respectively.

Partnership is key in any business venture. We value you as our partner. If you have any questions or concerns, please don't hesitate to call us.

Sincerely,

Billy Ray Casteel
President

****PLEASE RETURN COMPLETED CREDIT APPLICATION TO: accounting@lbr1co.com****

Lumber One

Littleville, AL 35654
256-332-2854
256-332-9280

Sheffield, AL 35660
256-383-7995
256-248-6318

CREDIT APPLICATION

FIRM
NAME: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

TYPE OF BUSINESS: () CORPORATION () PARTNERSHIP () PROPRIETORSHIP () OTHER _____

DATE ESTABLISHED: _____ FEDERAL ID#: _____ SALES TAX EXEMPTION# _____
(Please attach a copy of your sales tax exemption form)

LUMBER ONE SALES PERSON: _____

OFFICERS OR PARTNERS

NAME:	TITLE:	HOME ADDRESS & PHONE:
_____	_____	_____
_____	_____	_____
_____	_____	_____

ACCOUNTS PAYABLE CONTACT: _____

BANK REFERENCE: _____ TELEPHONE: _____

LOAN OFFICER: _____ ACCOUNT #: _____

P. O. REQUIRED () YES () NO

REQUESTED AMOUNT OF CREDIT: _____

TRADE REFERENCES (PLEASE LIST 4 MAJOR REFERENCES WITH PHONE, FAX & CONTACT NAME):

1. Name: _____

Address: _____

Phone: _____ Fax: _____

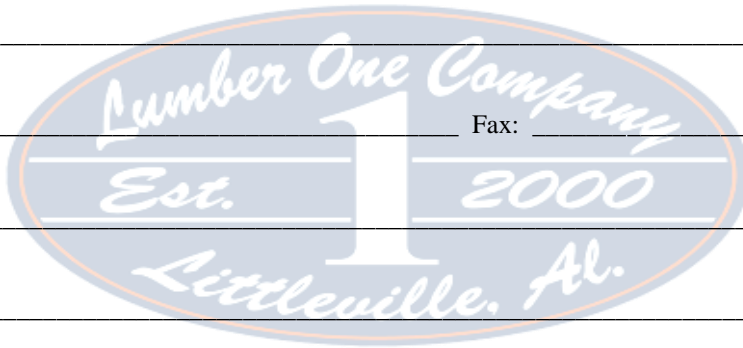
Credit Contact: _____

2. Name: _____

Address: _____

Phone: _____ Fax: _____

Credit Contact: _____



3. Name: _____

Address: _____

Phone: _____ Fax: _____

Credit Contact: _____

4. Name: _____

Address: _____

Phone: _____ Fax: _____

Credit Contact: _____

TERMS & CONDITIONS

1. **Our terms are 1%10 days Net 30 days.** The price, terms, and time of payment are in accordance with Lumber One's standard terms and pricing, as stated by our sales personnel and disclosed on our invoices. Credit terms are subject to termination at our discretion. Lumber One objects to any other terms and conditions contained on any of Buyer's documents and any such terms and conditions will not apply to any transactions between Buyer and Lbr1.
2. If collection becomes necessary through court, probate, or bankruptcy proceedings, Lbr1 shall also be entitled to recover reasonable attorney's fees and court costs.
3. Buyer states that it is solvent and financially able to pay for the products covered by our invoice. Notwithstanding any previous shipments on credit, Lbr1 may at any time demand payment on delivery or require payment on tender of shipment documents. Lbr1 reserves the right to require payment for any shipment hereunder in advance or satisfactory security. If the financial responsibility of the buyer unsatisfactory to Lbr1, if the Buyer fails to make payments in accordance with the terms of this agreement or if Buyer fails to comply with any provision hereof, Lbr1 may, at its option, (and in addition to other remedies) cancel any unshipped portion of this order.
4. An amount equal to any tax or other government charge upon the production, sales occupation of selling, shipment, or use of material which is now, or later imposed by Federal, State, or Municipal authorities upon either Buyer or Lbr1 which Seller is obligated to pay or collect, will be added to the price and will be paid by the Buyer.
5. Buyer agrees to restrict sales of Lbr1's products to the manufacturer's intended use and to inform consumers of product performance standards and recommended methods of installation.
6. Lbr1 will not be liable for any delay or failure to deliver any or all of the goods in case of delay or failure caused by labor disputes, strikes, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God, failure of supplies or means of transportation, Buyer's delinquency, or other causes beyond Lbr1's control.
7. Any complaint as to grade or count must be made to Lumber One immediately, and under no condition will the Lbr1 be responsible if the complaint is not made before the material is used in construction or fabrication or its character is changed in any way. All material on which a complaint is made must be fully protected against all conditions that would create or tend to increase the complaint.
8. If goods arrive in poor order because of damage in transit, Buyer shall require truck driver or station agent to note same on shipping documents. Buyer shall then notify the sales representative assigned to Lbr1. Claims should be made with the transit company immediately. Shipment must remain intact until settlement is made. **UNDER NO CIRCUMSTANCES SHOULD ESTIMATED DAMAGE BE DEDUCTED FROM THE INVOICE TOTAL UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM LUMBER ONE'S SALES OFFICE.**
9. Lumber One shall not be liable for incidental or consequential loss, damage, or expense, directly or indirectly arising from the sale, handling, or use of goods, or from any other cause relating thereto, including, without limitation, personal injury, property damage, or lost profits. Lbr1's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with the agreement, or, at Lbr1's election, to the repayment of, or, crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are based on breach of warranty or negligence. Any claim with reference to goods shall be deemed waived by Buyer unless made in writing within 5 days after shipment is received. Buyer acknowledges that the remedies herein constitute its sole and exclusive remedies.
10. Delivery of goods by Lbr1 to carrier shall be deemed delivery to Buyer, and thereupon title to such goods, and risk of loss or damages, shall be Buyers.
11. Goods cannot be returned, and orders once accepted cannot be cancelled without Lbr1's prior written consent.
12. Buyers purchase of Lbr1's products hereunder represents acceptance of Lbr1's terms and conditions of sale, which constitute the entire agreement between the parties and supersede any and all previous or contemporaneous communications, representations, or agreements by either party, whether verbal or written. No terms or conditions in any way adding to, modifying or otherwise altering the provisions stated herein shall bind Lbr1 unless in writing and signed and approved by an officer or other authorized person.
13. The undersigned jointly and severally, in consideration of the monthly billing privileges being extended to the above named Applicant, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to all Lumber One Companies on open account or otherwise, including without limitation service charges and attorney's fees. The undersigned waive any right to require all Lumber One Companies to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all demands for performance, notices of non-performance, and the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this personal guaranty shall affect the liability of any of the undersigned.

THIS AGREEMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA. THIS AGREEMENT MUST BE SIGNED BY THE OWNER OR AN OFFICER OF THE APPLICANT IN ORDER FOR IT TO BE APPROVED. APPLICANT CERTIFIES THAT ALL STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE, COMPLETE AND CORRECT AND ARE REPRESENTATIONS MADE TO BE RELIED UPON BY ALL LUMBER ONE COMPANIES. APPLICANT AUTHORIZES ALL LUMBER ONE COMPANIES TO MAKE WHATEVER CREDIT INQUIRIES IT MAY REQUIRE CONCERNING THIS APPLICATION.

SIGNED _____

COMPANY _____

NAME _____

DATE _____

SALES TAX EXEMPTION CERTIFICATE

Lumber One Co. – Co, Inc. & Lumber One Wood Preserving, LLC

Issued to (Seller)

Address

I certify that _____ is engaged as a registered

Name of Firm (Buyer)

_____ Wholesaler

Address

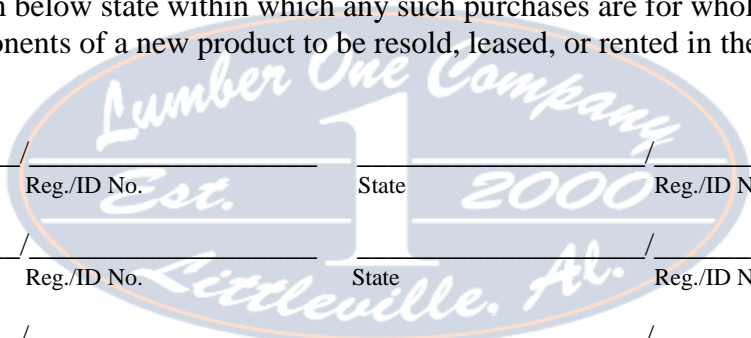
_____ Manufacturer

City, State, Zip Code

_____ Retailer

_____ Other (Specify)

and is registered with below state within which any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business.



State _____ / Reg./ID No. _____ State _____ / Reg./ID No. _____

State _____ / Reg./ID No. _____ State _____ / Reg./ID No. _____

State _____ / Reg./ID No. _____ State _____ / Reg./ID No. _____

State _____ / Reg./ID No. _____ State _____ / Reg./ID No. _____

We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

I further certify that if any property tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature (Owner, Partner, or Corporate Officer)

Title

Date