



Continental Hardwood Co.
A DIVISION OF JOHNSON INTERNATIONAL INDUSTRIES, INC.

**CREDIT APPLICATION
SALES AGREEMENT**

DISTRIBUTION CENTERS: (Please check appropriate office)

WASHINGTON
20205 59th Place South
Kent, WA 98032
PH: (253) 872-8100
Toll Free: (800) 426-0990
Fax: (253) 872-0747

OREGON
5737 N.E. Portland Hwy.
Portland, OR 97218
PH: (503) 281-1212
Toll Free: (800) 452-1692
Fax: (503) 281-2791

FIRM LEGAL NAME _____ PHONE () _____
 TRADE NAME (DBA) _____ FAX () _____
 BILLING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 EMAIL: _____

CORPORATION DATE INCORPORATED _____ PARTNERSHIP SOLE PROPRIETORSHIP L.L.C.
 STATE INCORPORATED _____

List name(s), Address(s) OF CORPORATE OFFICERS, PARTNERS, MEMBERS, OR OWNER: If other than a corporation, give home address and home telephone number along with spouse's full name and Social Security number;

NAME _____ TITLE _____ SSN _____
 FULL ADDRESS _____ HOME PHONE _____
 NAME _____ TITLE _____ SSN _____
 FULL ADDRESS _____ HOME PHONE _____
 BASIC NATURE OF BUSINESS _____ NUMBER OF EMPLOYEES _____
 YEARS BUSINESS ESTABLISHED _____ HAVE YOU EVER FILED PERSONAL OR CORPORATE BANKRUPTCY? _____ YEAR _____
 ANNUAL DOLLAR VOLUME - SALES _____ IS BUSINESS LOCATION OWNED _____ LEASED _____ MONTHLY RENTAL _____
 LIST ANY CREDITOR(S) WITH SECURITY INTEREST _____
 ACCOUNTS PAYABLE CONTACT PERSON _____ PHONE _____
 NAME OF BANK _____ BANK BRANCH _____ BANK OFFICERS _____
 CHECKING ACCOUNT NUMBER _____ PHONE _____

NOTE: In addition to the following, please attach a copy of your current financial statement and balance sheet.

PRIMARY LUMBER SUPPLIER AND OTHER MAJOR SUPPLIER REFERENCES

NAME _____ PHONE _____
 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 NAME _____ PHONE _____
 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 NAME _____ PHONE _____
 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 CREDIT LINE DESIRED \$ _____
 FEDERAL ID NUMBER _____ SALES TAX EXEMPTION CERTIFICATE NUMBER _____
 (if applicable, please mail a copy of certificate with this application.)

SALES AGREEMENT

- 1. The terms and conditions of any account established pursuant to this application and agreement, and any sales made by Continental Hardwood Co. ("Seller"), a division of Johnson International Industries, Inc., to Applicant shall be subject to the following terms and conditions, which Applicant has read and by which Applicant agrees to be bound. Sales shall also be subject to the terms and conditions set forth on Seller's form of order confirmation, invoice and other documents from time to time furnished by the Seller.
2. If any payment is not made when due under these terms and conditions, or by the earlier time stated on any invoice, Applicant agrees that a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) of the unpaid amount, or the maximum amount allowed by law (whichever is less) shall accrue from the date goods are supplied; and Applicant further agrees that at Seller's option all future purchases may be strictly for cash on delivery.
3. Seller may cancel extension of credit or sale and deliveries or both at any time without notice.
4. Applicant authorizes Seller to make such inquiries as Seller may deem appropriate of banks, lenders and credit and trade references, whether or not listed herein.
5. Applicant shall immediately notify Seller of any change in ownership of management of Applicant or its business. Upon any such change, Seller may require that all amounts outstanding hereunder be paid in full, upon demand, and Seller may, in addition, refuse to make any further sales and deliveries hereunder.
6. The agreement shall be construed according to the internal laws of the State of Washington. In the event of any litigation, Applicant hereby expressly submits and consents to the exclusive jurisdiction of all Federal and State Courts located in the State of Washington and consents that any process, notice, motion, or any application to those courts or a judge thereof may be served within or without such court's jurisdiction by registered or certified mail or by personal service, provided reasonable time for appearance is allowed. Applicant also waives any claim that any court in King County, Washington is an inconvenient forum and consents to venue in said county.
7. Any delay in shipment requested by Purchaser, whether or not granted, shall not affect Purchaser's payment obligations, and Purchaser shall pay for all productions, materials, goods and/or services as if shipped on the date scheduled for shipment by Seller. Seller shall not be liable to Purchaser or anyone else for any delay in shipment or transit, whether or not caused by circumstances beyond Seller's control.
8. Applicant shall pay all costs and fees of Seller in enforcing this agreement, whether or not litigation is commenced, including, but not limited to, Seller's attorney's fees, costs, and expert witness fees at trial, on appeal or otherwise, including and costs or fees in enforcing any judgment rendered thereon.
9. The undersigned warrants and certifies that this application and agreement is made on behalf of Applicant for the purposes of securing open account terms of credit from Seller on the basis of this account application and agreement and the financial data which is submitted herewith, and the undersigned further warrants and certifies that the contents hereof and the financial data which is submitted herewith accurately represents the financial condition, without material change, of Applicant on this date.
10. Applicant further certifies and represents that the placing of each and every order with Seller constitutes a representation by Applicant that Applicant is solvent. For purposes of this document, solvent means Applicant is paying its obligations as they come due and the fair market value of Applicant's assets exceed the disputed and undisputed liabilities of Applicant.
11. All claims must be made within 10 days of shipment. Returned goods subject to 15% handling charge. No return of goods without written Authorization.

I/We sign this application on behalf of Applicant and AS AN INDIVIDUAL(s), and JOINTLY AND SEVERALLY UNCONDITIONALLY GUARANTEE PAYMENT FOR ALL GOODS, PRODUCTIONS AND/OR SERVICES PURCHASED HERETOFORE and/or HEREAFTER BY APPLICANT, I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by any extension of time granted to Applicant or by any other modification, substitution, settlement, or compromise, or by any change in the legal form of ownership of Applicant. I/We also agree to pay costs and attorney's fees for enforcement hereof as provided in Paragraph 8 of this application.

APPLICANT:
Dated: _____

ACCOUNT PERSONALLY GUARANTEED BY:
By: _____
(Signature)

By: _____
(Signature)

(Print name of the person signing)

Title: _____

(Print name of the person signing for Applicant)

By: _____
(Signature)

(Print name of the person signing)

THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL APPROVED BY CONTINENTAL HARDWOOD CO.

Approval Date: _____

By: _____
Title: _____