



Continental Hardwood Co.
DBA OF JOHNSON INTERNATIONAL INDUSTRIES, INC.

CREDIT APPLICATION SALES AGREEMENT

DISTRIBUTION CENTERS: (Please check appropriate office)

WASHINGTON 20205 59th Place South
Kent, WA 998032
Ph: (253) 872-8100
Toll-Free: (800) 426-0990
Fax: (253) 872-0747

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

APPLICANT'S LEGAL NAME _____ PHONE (____) _____
 TRADE NAME (DBA) _____ FAX (____) _____
 BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____
 SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP _____
 EMAIL FOR INVOICES/STATEMENTS _____ FEDERAL ID # _____

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

List name(s) and address(es) of CORPORATE OFFICERS, PARTNERS, MEMBERS, OR OWNERS. If other than a corporation, provide the home address and home telephone number, along with spouse's full name and Social Security Number (SSN).

NAME _____ TITLE _____ SSN _____

FULL ADDRESS _____ HOME PHONE (____) _____

NAME _____ TITLE _____ SSN _____

FULL ADDRESS _____ HOME PHONE (____) _____

BASIC NATURE OF BUSINESS _____ NUMBER OF EMPLOYEES _____

YEAR 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 _____ PHONE (____) _____ EMAIL _____

NAME OF BANK _____ ADDRESS _____ BANK OFFICER _____

CHECKING ACCOUNT NUMBER _____ OFFICER'S PHONE (____) _____

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

PRIMARY WOOD PRODUCTS SUPPLIER AND OTHER MAJOR SUPPLIER REFERENCES

NAME _____ PHONE (____) _____ FAX (____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE (____) _____ FAX (____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ PHONE (____) _____ FAX (____) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CREDIT LINE DESIRED (\$) _____ SALES TAX EXEMPTION CERTIFICATE* # _____

*Attach a copy of the certificate to this application. WA applicants attach reseller's permit.

SALES AGREEMENT

1. The terms and conditions of any account established pursuant to this application and agreement, and any sales made by Johnson International Industries, Inc. dba Continental Hardwood Co. (Seller), 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 website <http://www.johnsoninternational.com/termsandsale.pdf> and/or 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, on a continuing basis, of banks, lenders and credit and trade references, whether or not listed herein. Applicant(s) further authorize the release of information from any of these sources to Seller.
5. Applicant shall notify Seller in writing, at least thirty (30) days prior to any change in ownership or management of Applicant or changes to 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 governed and construed in accordance with the laws of the State of Washington. The King County Superior Court shall have jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, performance, breach or enforcement of this Agreement, at the discretion of the Seller.
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. In any suit, action or appeal to interpret or enforce this agreement, Seller shall be entitled to recover its costs incurred therein, including but not limited to reasonable attorneys' fees, court costs and other out of pocket expenses, including attorneys' fees and costs in both trial and appellate courts and in any bankruptcy court.
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 or at a later date, and the undersigned further warrants and certifies that the contents hereof and the financial data which is submitted accurately represents the financial condition, without material change, of Applicant on this date.
10. Applicant further certifies and represents 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 25% handling charge. No return of goods without written authorization from Seller. All return freight charges to be paid by the Buyer.
12. Applicant hereby grants Seller a purchase money security interest in and to any goods, merchandise or products sold by Seller to Applicant and proceeds thereof to secure payment of any sums now due or to become due to Seller, together with all rights in collateral as are available under the Uniform Commercial Code.
13. No modification of any term of this agreement is effective unless specifically consented to in writing by an authorized officer of Seller.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement may be executed by facsimile signature.

I/We sign this application on behalf of Applicant and (a) declare under penalty of perjury that the information provided in this application is true and correct, and (b) represent, on behalf of applicant, that all debts of the applicant are currently being paid in the normal course of business as they become due; no insolvency exists as defined in the Bankruptcy Code; and no petition for protection under the Bankruptcy Code has been filed.

IN CONSIDERATION OF SELLER EXTENDING CREDIT, I/WE JOINTLY AND SEVERALLY DO PERSONALLY GUARANTEE, ABSOLUTELY AND UNCONDITIONALLY, AT ALL TIMES TO SELLER, PAYMENT FOR ALL GOODS, PRODUCTS AND SERVICES PURCHASED BY APPLICANT, NOW OR IN THE FUTURE. 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.

APPLICANT

ACCOUNT PERSONALLY GUARANTEED BY

Dated: _____
 By: _____
 (Signature)
 Title: _____

 (Print name of the person signing for applicant) (Date)

By: _____
 (Signature)

 (Print name of the person signing) (Date)
 By: _____
 (Signature)

 (Print name of the person signing) (Date)

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

Approval Date: _____

By: _____

Title: _____