

Ritter Forest Products
P. O. BOX 1265
NEDERLAND, TEXAS 77627
(409)729-1033 (800)426-9570
FAX (409)729-0698
NEDERLAND * HOUSTON * SORRENTO * SULPHUR

COMMERCIAL CREDIT APPLICATION

COMPANY NAME: _____ PHONE: _____
BILLING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
If this is a branch of subsidiary, please list parent company, location, and phone #
_____ PHONE: _____

BUSINESS STRUCTURE: _____ Corporation _____ Partnership
_____ Proprietorship _____ Other (_____)

BUSINESS START DATE: _____ TYPE OF TRADE: _____

PLEASE LIST COMPANY OFFICERS OR PRINCIPALS:

1. NAME: _____ TITLE: _____
HOME ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
HOME PHONE: _____ SOCIAL SECURITY #: _____
2. NAME: _____ TITLE: _____
HOME ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
HOME PHONE: _____ SOCIAL SECURITY #: _____

ACCOUNTS PAYABLE CONTACT: _____ PHONE: _____

ARE PURCHASE ORDER NUMBERS REQUIRED: _____

AUTHORIZED BUYERS: _____

CREDIT REFERENCES (Please include address and phone number):

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____
- 6.) _____

BANK NAME: _____ OFFICER: _____

LOCATION: _____ PHONE: _____ ACCT # _____

FEDERAL ID #: _____ DUNNS #: _____

TERMS OF EXTENSION OF CREDIT

The applicant for credit, by execution of this Application, does hereby express and agree that all purchases made from Triple R Brothers, Ltd., d.b.a. Ritter Forest Products, shall be upon the following terms and conditions:

1. All invoices are due in full on the 10th of the month following billing. Accounts not paid by the 25th of the month following the due date, shall bear interest at the rate of 5/6% per month, computed from the due date to date of payment.
2. The undersigned Purchaser hereby agrees and promises to pay the total amount of such accounts, together with all interest charged thereon, as the same becomes due at the offices of Ritter Lumber Company, 1050 Detroit, Nederland, Jefferson County, Texas. All goods are sold by Ritter Forest Products, on the express agreement of the undersigned Purchaser that, for the purpose of securing payment of the purchase price, Ritter Forest Products, as Seller, shall have a security interest in the same until the entire purchase price thereof is paid. No transfer, renewal, extension, or assignment of Purchaser's account and contract, or any interest thereunder, and no loss, damage, or destruction of purchased items can release Purchaser from his obligation to pay therefore. If partial payment is received, Payment shall be first applied to accrued interest and then to oldest accounts of invoices.
3. In the event Purchaser fails to comply with any of the terms and conditions hereof, or if a proceeding in bankruptcy, receivership, or other insolvency proceeding be instituted by or against the Purchaser or his property, Seller shall have the right, at it's option to take possession of said materials, and all other rights set out in the Texas Business and Commerce Code. Purchaser agrees to pay all cost, charges, expenses, including expenses incurred in location said property, premiums for judicial bonds, repairs, storage, liens expense of resale, and reasonable attorney's fees of not less than 15% of the amount due and unpaid. In the event Seller repossesses said property, Seller may sell at public or private sale in such manner and upon terms as Seller deems reasonable. From the proceeds of repairing, selling, or foreclosing, Seller's interest is said property, including reasonable attorney's fees. The balance thereof shall be applied to the amounts due on Purchaser's account, and, in case of deficiency, the Purchaser shall promptly pay said balance without delay.
4. All goods, merchandise, or other items purchased hereunder, are purchased expressly for business of commercial use, that is they are not to be used by Purchaser for personal, household, family or agricultural use.
5. Purchaser hereby authorizes Seller or Seller's agents to request credit information from purchaser's creditors, credit bureaus and investigators, and further Purchaser authorizes such creditor, credit bureaus and investigators to release such requested information to Seller for Seller's agents.

The undersigned Purchaser who is hereby applying for credit by execution of the application represents that he or she has read, understands and agrees to the terms set forth above, and hereby warrants and represents that the statement made in the Application above, and the attached financial statement, are true and correct.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____

GUARANTEE

THE STATE OF TEXAS ()

COUNTY OF JEFFERSON ()

The undersigned (hereinafter called "Guarantor") for the sum of ONE DOLLAR and other good and valuable considerations, in hand paid to Guarantor, the receipt and sufficiency of which is hereby acknowledged, and to induce Triple R Brothers, Ltd., d.b.a. Ritter Forest Products, a Texas Limited Partnership with offices and principal place of business at Ritter Lumber Company, 1050 Detroit, Nederland, Jefferson County, Texas, to extend credit to or for the account of _____ with office and principal place of business at _____ (hereinafter called "Debtor") the undersigned (whether one or more) do unconditionally, jointly and severally guarantee prompt payment to Ritter Forest Products of all indebtedness, obligations and liabilities of every kind, now owing or hereafter incurred, by said Debtor to Ritter Forest Products. It is expressly agreed that liability of Guarantor under this guaranty shall be primary and not secondary. Payment is to be made at the office of Ritter Lumber Company, in accordance with the usual terms of Ritter Forest Products. This is a continuing guaranty and is not subject to limitation.

If default is made by Guarantor in performance of the obligations of this Guaranty, and this Guaranty is placed in the hands of an attorney for collection, or if suit is filed hereon, or if proceedings are had in bankruptcy, receivership, reorganization, or other legal proceedings for the collection of moneys with respect to which payment is guaranteed hereunder, Guarantor agrees to pay to Ritter Forest Products, reasonable attorney's fees, but same shall be not less than 15% of all sums owing under this Guaranty.

Guarantors herein waive demand and notice of default and agree and consent that time of payment may be extended without any of the parties hereto.

EXECUTED THIS _____ DAY OF _____, _____.

SIGNED: _____

PRINTED NAME: _____

SIGNED: _____

PRINTED NAME: _____

SIGNED: _____

PRINTED NAME: _____

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PLEASE PROVIDE THE FOLLOWING JOB INFORMATION FOR OUR FILES.

JOB NAME/DESCRIPTION: _____

JOB ADDRESS: _____

JOB SUPERINTENDENT: _____

PURCHASING E-MAIL: _____

JOB PHONE #: _____

JOB FAX #: _____

PROPERTY OWNER'S NAME: _____

OWNER'S ADDRESS: _____

Are you the: ___ General Contractor ___ Subcontractor

If you are a subcontractor, please provide the General Contractor's name and mailing address.

Is this job bonded? ____ If yes, please provide the bonding agent's name, address, and how the bond is listed with the bonding agent.

If this job is tax exempt, please attach a Resale/Exemption certificate for our files. The Texas State Comptroller's Office does not allow tax-exempt sales without a properly completed certificate on file.