



P.O. 2260  
Woodinville, WA 98072-2260  
Ph: 800-284-7501  
F: 425-483-9744

## **ESTABLISHING AN ACCOUNT**

Thank you for your interest in establishing an account with us.

You are welcome to attach your own prepared information list but we do require your company name, address and an authorized signature on our credit application form. If purchases should be tax exempt, please send us a completed resale exemption certificate for that state or tax may be assessed if we are registered to collect tax in that state.

For confidentiality, please e-mail back to [terry@matheuslumber.com](mailto:terry@matheuslumber.com) OR fax back to 425-483-9744 to my attention, Terry Au, then mail the original application to:

P.O. Box 2260  
Woodinville, Wa 98072

I can be reached at 1-800-284-7501 with any questions. Thank you for choosing Matheus Lumber.

Terry Au  
Credit Manager



P.O. Box 2260  
 15800 Woodinville - Redmond Road NE  
 Woodinville, Washington 98072-2260  
 (425) 489-3000 • Fax: (425) 483-9744

## CREDIT APPLICATION

SALES PERSON: \_\_\_\_\_

LEGAL BUSINESS NAME		CORPORATION <input type="checkbox"/>		LIMITED LIABILITY CO <input type="checkbox"/>		PARTNERSHIP <input type="checkbox"/>		SOLE OWNER <input type="checkbox"/>		BONDING COMPANY		PHONE			
PHYSICAL ADDRESS				CITY		STATE		ZIP		INSURANCE AGENT		PHONE			
BILLING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS)				CITY		STATE		ZIP		CONTRACTOR LICENSE NUMBER					
BUSINESS PHONE				BUSINESS FAX				MOBILE PHONE				FEDERAL TAX ID# OR SSN			
EMAIL ADDRESS						OTHER D/B/A OR TRADE STYLE									
HOW LONG IN THIS BUSINESS?			HOW LONG IN THIS PRESENT LOCATION?					PRIOR BUSINESS NAME							
PRINCIPALS			TITLE		RESIDENCE ADDRESS & PHONE				SOCIAL SECURITY NUMBER		SPOUSE				
<b>REFERENCES</b>															
BANK: _____ BRANCH: _____ NAME OF OFFICER: _____															
ACCOUNT NO.: _____ City _____ State _____ PHONE NO: _____															
SUPPLIER: _____ City _____ State _____ PHONE NO: _____															
SUPPLIER: _____ City _____ State _____ PHONE NO: _____															
SUPPLIER: _____ City _____ State _____ PHONE NO: _____															
SUPPLIER: _____ City _____ State _____ PHONE NO: _____															
Have you any judgments or legal proceedings pending against you? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, give particulars															
Have you filed bankruptcy in the last 10 years? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, give particulars															

Permission is hereby granted to Matheus Lumber Company, Inc. (Seller) Inc to verify credit information from references and information provided, and to make all other pertinent credit inquiries as deemed necessary to make a credit determination. Extension of credit by Matheus to the applicant is contingent upon receipt of this fully completed and signed Credit Application form. Purchaser agrees to the Seller's terms of sale for each purchase made by Purchaser, which terms of sale are made a part of this Credit Application and are set forth on Seller's current internet website ([www.matheuslumber.com](http://www.matheuslumber.com)).

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed  
\_\_\_\_\_  
Title

**CONTINUING GUARANTEE:**

The undersigned agrees to personally and unconditionally guarantee payment of all sums owed pursuant to this Agreement and further agrees to its terms regarding venue. This is intended to be and is a continuing personal guarantee and shall not be revoked except by written notice to creditor.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed

# MATHEUS LUMBER COMPANY, INC.

## TERMS OF SALE

### 1. Purchase and Sale of Product/Controlling Terms.

All orders and sales of products and lumber materials ("Product") are governed by the terms and conditions set forth herein. Typographical errors are subject to correction. Any additional or different terms and conditions in any previous or later communication from Purchaser, any course of dealing, or any custom, including any purchase order, change order, or remittance advice is hereby objected to by Seller. Terms that are additional or different from those set forth in this document (except product descriptions, prices and similar transaction specific terms) will have no force or effect unless set out in a written document, unequivocally expressing Seller's agreement to those terms, signed by a representative of Seller with authority to do so.

### 2. Price, Taxes and Expenses.

Unless otherwise agreed in writing, prices, delivery, and shipping terms shall be F.O.B. Origin and Purchaser shall pay all costs, expenses and other amounts associated with shipping including, but not limited to, duty, customs, freight, bank charges, etc. Purchaser also agrees to pay all other expenses, including but not limited to sales or use taxes, excise taxes imposed now or in the future by any federal, state, or local authority, duties, insurance, licenses, permits and freight. Unless otherwise agreed to in writing, the method and agency of transportation and routing shall be selected by Seller and will include any amounts owed for shipping by Purchaser on an invoice to Purchaser.

### 3. Terms of Payment.

Payment shall be due NET 10th PROX. in the month following the Seller's invoice date. A late charge will be imposed on all delinquent balances at the rate of one and one-half percent (1½%) on the unpaid balance. All invoices and monthly statements issued by Seller shall be conclusively deemed to be accurate except to the extent Purchaser notifies Seller of any error, in writing, within 10 days of receipt.

### 4. Orders by Purchaser.

Purchaser shall follow Seller's guidelines and procedures for placing orders as may be set forth by Seller from time to time. All orders for Product must contain: a description of the Product by reference to the Product Number; the quantity of Product desired; date required; shipping address; and an authorized signature. Purchaser agrees that all sales are final. Any returned Product that Seller elects to accept may be subject to a restocking charge. Seller will not accept returned special order Product.

### 5. Security Interest.

Purchaser grants to Seller a purchase money security interest in all Product purchased by Purchaser, together with all increases, added and substituted goods, and all proceeds of such goods. The security interest is granted to secure full payment and performance of all indebtedness and obligations of Purchaser to Seller now or hereafter incurred, direct or indirect.

### 6. Delivery; Risk of Loss.

Title to the Product shall pass to Purchaser upon delivery thereof to the carrier or Purchaser, whichever is applicable. Purchaser assumes all risk of loss or damage to the Product and said loss or damage to the Product shall not release Purchaser from the obligations of Purchaser hereunder. Purchaser shall be responsible for obtaining insurance, if desired.

### 7. Inspection/Rejection of Product.

Claims for damage, shortage, or non-conforming Product may not be made without advanced written notice to Seller. Purchaser shall, within ten (10) days after delivery of each shipment, inform Seller in writing of damage, non-conformance and/or shortage. Unless Purchaser gives such notice within ten (10) days after delivery, Purchaser agrees that it shall be conclusively presumed that Purchaser has fully inspected and acknowledged that the Product is in good condition and quality. Upon a valid and proper rejection of Product, Seller's liability shall not exceed the purchase price, and Seller will replace, or at its option, refund the purchase price of the product found to be damaged, short, or non-conforming. Seller shall not be liable to Purchaser for any delay in or failure of performance due to causes beyond its reasonable control.

### 8 Disclaimer of Warranty; Limitation of Damages; Indemnification.

**8.1** SELLER IS NOT THE MANUFACTURER OF THE PRODUCT AND, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PURCHASER AGREES TO ASSERT ALL CLAIMS IN CONNECTION WITH THE PRODUCT SOLELY AGAINST THE MANUFACTURER AND NOT AGAINST SELLER. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH

RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR AND THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY, CONDITION, NON-INFRINGEMENT, SUITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**8.2** IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES, COST OF SUBSTITUTE PRODUCT, FACILITIES OR SERVICES, LOSS OF USE, DOWNTIME COST, ETC.) OR PUNITIVE DAMAGES ON ANY THEORY OF LIABILITY, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. IN ALL EVENTS, SELLER'S MAXIMUM LIABILITY FOR ALL CLAIMS OR SET OF RELATED CLAIMS ARISING FROM THE PURCHASE SHALL BE THE PURCHASE PRICE OF THE MATERIALS FOUND TO BE DEFECTIVE, NON-CONFORMING, OR OTHERWISE NOT PROVIDED IN ACCORDANCE WITH SELLER'S OBLIGATIONS.

**8.3** EXCEPT FOR LIABILITY CAUSED BY THE SOLE NEGLIGENCE OF SELLER, PURCHASER ASSUMES LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIM, LIABILITY, LOSS, COST, EXPENSE OR DAMAGE OF EVERY NATURE BY OR TO ANY PERSON OR ENTITY, REGARDLESS OF THE BASIS WHICH DIRECTLY OR INDIRECTLY RESULTS FROM OR PERTAINS TO THE PURCHASE, MANUFACTURE, DELIVERY, OWNERSHIP, USE, MAINTENANCE, POSSESSION, STORAGE, SELECTION, PERFORMANCE, OPERATION, INSPECTION, CONDITION (INCLUDING WITHOUT LIMITATION, LATENT OR OTHER DEFECTS, AND WHETHER OR NOT DISCOVERABLE AND THE EXISTENCE OF MOLD OR MILDEW) OF THE PRODUCT. BUYER SPECIFICALLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT. SELLER AND PURCHASER AGREE THAT THE TERMS OF SECTION 8.1 THROUGH 8.3 HAVE BEEN THE SUBJECT OF DISCUSSION AND NEGOTIATION AND IS FULLY UNDERSTOOD BY THE PARTIES.

### 9. Remedies.

If Purchaser fails to perform any of the covenants or conditions contained herein, or becomes insolvent or is the subject of a petition in bankruptcy or makes an assignment for the benefit of creditors, Seller shall have all rights and remedies at law and in equity including but not limited to the following: (a) to recover any and all delinquent payments and performance of any and all delinquent obligations, and damages for non-performance; (b) to declare all amounts immediately due and owing, enter the premises of Purchaser without breach of peace, take possession of the goods, and exercise any and all rights on default possessed by a secured party under the laws of the State of Washington; provided Seller may require Purchaser to assemble the property and make the goods available to it at a place to be designated by Seller that is reasonably convenient to Seller and Purchaser; (c) to dispose of the goods and to require Purchaser to pay and deficiency remaining after application of the net proceeds to indebtedness and obligations secured.

### 10. Attorney and Collection Fees.

If any legal proceeding is brought to determine, interpret, or to enforce any rights as between Seller and Purchaser, or in any other way relating to sales made by Seller, the prevailing party shall be entitled to recover its reasonable attorneys fees and related costs and legal expenses including, but not limited to, consultant and expert witness fees, court cost, charges for non-lawyer legal staff, and investigation expenses and collection charges, fees and costs charged by a licensed collection agency.

### 11. Governing Law.

This agreement shall be governed, construed and interpreted in accordance with the laws of the State of Washington and venue of any action shall be in King County, Washington. Notwithstanding this provision, Seller may take whatever action is necessary, in any jurisdiction, to file and perfect a construction (mechanic's) lien claim, a public works bond claim, or similar claim in any such jurisdiction.

### 12. Survival of Terms.

Termination of this agreement shall not relive either party of any obligations arising under this Agreement prior to the date of termination. Any provisions of this Agreement that, by their nature, extend beyond the termination of this Agreement, including, but not limited to payment, disclaimer of warranty, and indemnification survive and remain in effect until all obligations are satisfied.



E-MAIL INVOICE AUTHORIZATION

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

I acknowledge agreement to receiving original invoices by e-mail from "invoices@matheuslumber.com"

Please use this e-mail address: \_\_\_\_\_

A/P contact name and phone number \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

**Matheus Lumber**  
**1900 North IH 35, Suite 100, San Marcos, TX 78666**  
**Phone : 512-396-9220 / Fax : 512-396-9229**

**This Job Sheet must be completed prior to acceptance of orders on contract jobs.**

Sales Name: <b>TEXAS OFFICE</b>		Date:	Contact:
Company:		Phone #:	
Address:		Fax #:	
City, State, Zip:			
Property Owner's Name:		Phone #:	
Address:		Fax #:	
City, State, Zip:			
General Contractor:		Phone #:	
Address:		Fax #:	
City, State, Zip:			
Job Name:		Phone#:	
Physical Job Address:		Fax #:	
City, State, Zip:			
City Limits: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>		County:	
Tax Rate: <b>8.25%</b>		Tax Exempt? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
<b>If Tax Exempt, please submit a copy of your tax exempt form with the job information sheet.</b>			
Type of Job:    Condos for Sale <input type="checkbox"/> Apartments for Rent: <input type="checkbox"/> Hotel <input type="checkbox"/> Other <input type="checkbox"/>			
Accounts Payable Contact for this Job:			
Phone #:		Fax #:	
Email:			
Payment Terms			
Interim Lender:			
Address:		City, State, Zip:	
Loan Officer/Contact:			
Phone #:		Fax #:	
Is this Project Bonded? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>		Type of Bond:	
Bond Insurance Agency:			
Address:			
City, State, Zip:			
Contact:			
Phone #:		Fax #:	