



HARDWOOD INDUSTRIES INC.

DATE

COMPANY NAME

DBA/AKA

Account Agreement

In consideration of extension of credit by Hardwood, Applicant(s) agree(s) to the following terms and conditions regarding all purchases hereafter:

1. All charges are payable according to the terms of invoices unless otherwise agreed to by the parties herein. Applicant's obligation to pay said charges is not limited by any credit limits requested by the Applicant(s) or extension of credit by Hardwood. The amounts of any invoice issued by Hardwood shall be conclusively binding on Applicant(s) as due unless Applicant(s) object(s) to Hardwood in writing before invoice is due.

2. Late payment charges will be assessed on all past due invoices in accordance with the invoice terms of sale at the time of purchase. Applicant(s) agree(s) to pay late payment charges of 1.5% per month (18% per annum), or the maximum allowed by law, whichever is less, on all past due account balances.

3. Applicant(s) agree(s) to pay all reasonable attorney fees and costs incurred by Hardwood, including but not limited to any fees and costs incurred in arbitration, on appeal and in bankruptcy court, in enforcing any of the terms and conditions herein, regardless of whether suit or action is filed. If the account is turned over to a collection agency, Applicant(s) agree(s) to pay all collection fees and costs in collecting past due amounts. Jurisdiction for any action may, at the option of Hardwood, be in the courts of the State of Oregon, with venue in Washington County, Oregon. Applicant(s) hereby consent(s) to such jurisdiction and venue.

4. Non-conforming Goods. Limitation of Liability. Applicant(s) must provide Hardwood with notice of non-conforming goods within 48 hours of delivery, exclusive of weekends or holidays. Applicants' sole and exclusive remedy is replacement of the non-conforming goods, refund, or credit of the amount invoiced for the goods, at Hardwood's sole option. All returns must be pre-approved by Hardwood. All return freight charges must be paid by the Applicant(s). Applicant(s) further agree(s) that no consequential, incidental, liquidated or other damages of any kind shall be recoverable from Hardwood arising by reason of or related to goods including but not limited to the delivery, nondelivery, sale or use of goods regardless of whether arising out of contract, warranty, negligence, strict liability, or tort, and Applicants' right, now existing or arising at any time in the future, to recover such damages is hereby waived, released and discharged.

5. Hardwood disclaims any and all warranties, expressed or implied, including those of merchantability or fitness for a particular purpose, concerning or relating to any and all goods, including but not limited to goods subject to this agreement.

6. Submission of this form, whether typewritten, handwritten or by computer completion of entries constitutes affirmance of the terms and a signature for purposes of The Oregon codification of the Uniform Commercial Code, ORS Ch. 70 through 79; and constitutes an electronic signature under the Electronic Signatures in Global and National Commerce Act, 15 USC § 7001 et. seq. and 15 USC § 7021.

Initial _____ Date _____

(Application is not void if you do not initial above.)