

TERMS AND CONDITIONS

I/we certify that this information is correct, complete and that we are able to pay within thirty days from statement date for labor or materials ordered. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed or to obtain credit and funding information from any other persons or entities. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Seller, should Seller determine to supply labor or materials or extend credit to Customer in the future.

Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1.5% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due, if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit personal jurisdiction in Massachusetts and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Essex. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any labor or materials. Customer agrees to pay a reasonable storage fee if materials are stored on Seller's yard for more than 60 days.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

GUARANTEE STATEMENT

In consideration of Jackson Lumber & Millwork Co., Inc. maintaining a charge account for you, please read the following and complete this application as required. Each of the undersigned parties **PERSONALLY** and **UNCONDITIONALLY** guarantees the payment, in accordance with Jackson's payment terms, of all materials and services ordered by our firm or by any of the undersigned parties or any persons so authorized to purchase on this account.

In the event that an attorney and/or collection agency is retained to collect any part of the balance due Jackson may charge the buyer reasonable attorney and/or collection agency fees.

This guarantee shall be an absolute, continuing and unlimited guarantee of payment and Jackson Lumber & Millwork Co., Inc. shall not be required to take any proceedings against our firm before demanding payment from the undersigned parties.

ALL PRINCIPALS ARE REQUIRED TO SIGN GUARANTEE STATEMENT BEFORE ACCOUNTS ARE APPROVED FOR A LINE OF CREDIT.

(TITLES NOT ALLOWED)

X _____
SIGNATURE PRINTED NAME DATE

X _____
SIGNATURE PRINTED NAME DATE

X _____
SIGNATURE PRINTED NAME DATE



Mailing Address: PO Box 449, Lawrence, MA 01842, FAX (978) 687-5841

Do you use a purchase order system? YES NO

Are just certain people authorized to sign for purchases on your behalf? YES NO

If yes, please list their names: _____

Do you want to receive invoices on a monthly or weekly basis? MONTHLY WEEKLY

Do you want prices on your delivery/pick-up slips? YES NO

Do you want your statement to have invoices sorted by job location? YES NO

Do you want to receive your invoices and statements via email? YES NO

Please provide us the email address to send them to and have an authorized person sign the form.

I/We request that statements and invoices be sent via email to the following address until otherwise notified in writing.

Email Address _____

Authorized signature: _____ Date: _____