



## Terms & Conditions of Sale

In consideration of credit being extended by Timber Truss Housing Systems, Inc., the undersigned understands 1) **that the undersigned agrees to make full payment the 30th day following requested or actual delivery date**, whichever occurs first. 2) that it will be paying a Time Price as defined below; 3) that the information contained herein is being relied upon Timber Truss Housing Systems, Inc. for the extension of credit; 4) that the information stated above by the undersigned is true and correct. **Please note that Timber Truss Housing Systems does not offer revolving or installment terms!**

**Delivery and Purchases:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receive all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to the buyer.

**Materials Returned:** Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at invoice price, but may be reduced by 15% to cover handling, service charges, and expenses. Custom manufactured, special ordered, and non-stock merchandise may not be returned. All returns for allowable credit must be accompanied by a purchase receipt.

**Mechanic's Lien:** Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanic's Lien rights of seller to the property to be improved. No Waivers of Lien for materials shall be required of seller until the same shall have been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal description and all other relevant information necessary for seller to perfect a Mechanic's Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by seller in securing seller's Mechanic's Lien rights in the event of default by the buyer to pay according to the terms stated hereof.

### Retail Charge and Security Agreement

**Statement:** In consideration of credit being extended to the undersigned or anyone on his or their behalf, the undersigned agrees, without offset, **to pay for the same promptly when due.** It is agreed that all invoices and delivery tickets whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to Timber Truss Housing Systems, Inc. within five (5) days of its date. Any balances more than thirty days old will be assessed a late charge or finance charge in the amount of a maximum 1.5% monthly until payment in full is made, which is an annual percentage rate of 18%. Purchases and deliveries are herewith authorized to be made without signatures. The undersigned hereby waives the benefit of Homestead Exemption as to any obligation and agrees, in the event of any suit or legal proceedings, to pay the cost thereof including reasonable attorney fees, and court costs.

In consideration of your extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally agrees to pay Timber Truss Housing Systems, Inc. all sums, which have been incurred or may hereafter become due, and payable by virtue of your extension of credit to the applicant or anyone on his or their behalf. Notice of default is hereby waived and this shall not be affected by granting extensions of time for payment or other indulgences and shall remain in full force and effect until written notice of cancellation from the undersigned has been received by Timber Truss Housing Systems, Inc.

**I hereby authorize any person, association, firm, bank, or corporation to furnish on request to Timber Truss Housing Systems, Inc., any information concerning our credit.**

Applicant agrees to indemnify and hold harmless Timber Truss Housing Systems, Inc. from any and all liability to the applicant, and the public generally arising out of the purchase or use of any merchandise sold to applicant by Timber Truss Housing Systems, Inc. pursuant to terms of this credit application. The liability of the undersigned on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Debtor or any person, nor against securities or liens available to Timber Truss Housing Systems, Inc., its successors, or assigns. The undersigned expressly waives: (a) notice of acceptance of the guaranty and all extensions of credit to Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security thereof; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment under this guaranty.

**THIS GUARANTY SHALL BE BINDING UPON THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS UNLESS TIMBER TRUSS HOUSING SYSTEMS, INC. IS NOTIFIED OF CHANGES IN WRITING BY CERTIFIED MAIL.**

### Credit Applicants:

\_\_\_\_\_  
Signature and Guarantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Guarantor

\_\_\_\_\_  
Date