

HB HARRY'S
BUILDING
MATERIALS, INC.
Six Locations To Serve You Better

361 W. 6th Street Rusk, Texas 75785 (903) 683-2554	1062 N. Jackson Jacksonville, Texas 75766 (903) 586-7548	301W. Duval Troup, Texas 75789 (903) 842-3045	7008 North St. (Hwy. 59) Nacogdoches, Texas 75961 (936) 569-8218	1010 W. Corsicana Athens, Texas 75751 (903) 675-3481	3824 W. Oak Street Palestine, Texas 75801 (903) 729-7226
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THE STATE OF TEXAS §
COUNTY OF NACOGDOCHES, ANDERSON
CHEROKEE, HENDERSON OR SMITH §

CREDIT SALES AGREEMENT

Initial Each
Term Below

In consideration of the agreement of Harry's Building Materials, Inc., d/b/a Harry's Building Materials, Inc. a Texas corporation (hereinafter referred to as "Seller"), to sell to _____ (hereinafter referred to as "Purchaser") goods, materials, and services on credit terms, the parties agree as follows:

- _____ 1. Seller will furnish a dated monthly billing statement each month which shall show the previous balance, if any, the amount of purchases, payments, and any credits occurring since the date of the monthly billing statement for the prior month, the finance charges accrued, and the new balance of Purchaser's account.
- _____ 2. Finance charges will not be charged on any purchases in any month which are paid for not later than the tenth (10th) day of the month following. Otherwise, finance charges shall accrue on the balance of Purchaser's account at the rate of eighteen percent (18%) per year, computed from the date of purchase(s) made until the date of payment is received by Seller.
- _____ 3. Part payment shall be applied first toward those charges first made. Failure of Purchaser to pay any balance, or portion thereof, more than sixty (60) days old shall constitute a breach of this agreement. Payment made after breach of this agreement shall first be applied toward collection expenses, if any, of Seller, next to finance charges, and then to charges for purchases on credit terms.
- _____ 4. In the event of default or breach by Purchaser, Purchaser agrees to pay all costs and expenses of Seller made necessary as a result of such default or breach, including reasonable attorney's fees of Seller of not less than twenty-five percent (25%) of the balance due and owing if Purchaser's account is turned over to attorneys of Seller.
- _____ 5. This agreement controls all future purchases of Purchaser unless Purchaser cancels it after all sums due Seller have been paid. Seller shall have the right to terminate Purchaser's ability to make further purchases on credit terms at any time, and payment of any balance of Purchaser's account shall be governed by the terms of this agreement.
- _____ 6. This contract is made and is performable in Anderson, Cherokee, Henderson, Nacogdoches, or Smith County, Texas, and all amounts due under this agreement are payable to Seller at its business address.
- _____ 7. This agreement replaces and revokes any prior agreement between the parties relating to terms of credit sales by Seller to Purchaser, and is effective the date of execution; provided, if on the date of execution of this agreement Purchaser shall have an account with Seller which shall have an unpaid balance, the unpaid balance shall be governed the terms and conditions of any prior agreement between the parties.
- _____ 8. I/we give my/our permission for Harry's Building Materials, Inc. to contact any banks, creditors, or any other financial institutions for current and past credit history.

ALL accounts are due and payable on or before the 10th of the month. NO EXCEPTIONS!

DATED this _____ day of _____, 20 _____

Harry's Building Materials, Inc.
(SELLER)

BY _____

PURCHASER

(Both parties sign for joint account)

FULL NAME _____ DBA (doing business as) _____

ADDRESS _____ ADDRESS _____

CITY _____ CITY _____

BUSINESS PHONE _____

PERSONAL PHONE _____

BIRTHDATE _____

DRIVERS LICENSE # _____ S.S. # _____

EMPLOYER: _____

NAME & ADDRESS _____

BUSINESS PHONE # _____

SPOUSE'S NAME: _____ JOINT ACCT? YES NO

IF JOINT ACCOUNT: PLEASE FILL IN THE FOLLOWING INFORMATION:

SPOUSE'S NAME (INCLUDE MAIDEN NAME) _____

SPOUSE'S EMPLOYER _____

NAME & ADDRESS _____

BUSINESS PHONE _____ BIRTHDATE _____

DRIVERS LICENSE # _____ S.S. # _____

CREDIT REFERENCES: NAME: ADDRESS: & ACCOUNT NUMBERS: PHONE#

1. _____

2. _____

3. _____

4. _____

BANK REFERENCES: NAME, ADDRESS, PHONE #

1. _____

2. _____

BANK FINANCING: NAME, ADDRESS, PHONE #

1. _____

2. _____

LOAN OFFICER: NAME & PHONE #

1. _____

IF THIS CREDIT AGREEMENT IS FOR A RE-SALE BUSINESS, PLEASE GIVE TAX EXEMPT #:

SALES TAX # _____

OPEN ACCOUNT? YES NO (CIRCLE ONE)

IF NO: LIST BELOW PEOPLE YOU WILL BE RESPONSIBLE FOR CHARGING ON YOUR ACCOUNT (OTHER THAN YOURSELF); IF CHANGES ARE MADE AT A LATER DATE, PLEASE ADVISE HARRY'S OF THEM TO PROTECT YOUR ACCOUNT.

1. _____ 3. _____ 5. _____

2. _____ 4. _____ 6. _____

NOTICE TO PURCHASER: PLEASE DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES THAT APPLY TO YOU. HARRY'S RESERVES THE RIGHT TO DETERMINE CREDIT LIMIT.

CREDIT LINE REQUESTED \$ _____

SPACES BELOW FOR OFFICE USE ONLY:

