



CREDIT APPLICATION AND AGREEMENT

HPM Building Supply, 16-166 Melekauiwa Street, Kea'au, Hawaii 96749

Phone: (808) 966-5466 * Fax: (808) 966-7564 * Email:my.account@hpmhawaii.com

Sales Rep: _____

Branch: _____

New Application

Update

Corporation

LLC

Partnership

Sole Proprietorship

Individual

Spouse/Joint Applicant

APPLICANT INFORMATION

Legal Business/Individual

Name: _____

Spouse/Joint Applicant

If Applicable

Federal Tax ID Number: _____

List all Trade Names, DBAs,

Divisions, Subsidiaries: _____

GET Number: _____

Amount of Credit Requested: _____

Type of Business: _____

Date Business Started: _____

Contractors License #: _____

Contact Name: _____

Phone: _____

Fax: _____

Email: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Billing/Mailing Address: _____

City: _____

State: _____

Zip: _____

Name of Person(s) authorized to make purchases:

Name:	Title:	Phone 1:	Phone 2:	Email:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

BILLING INFORMATION

Accounts Payable

Contact Name: _____

Phone: _____

Fax: _____

Email: _____

All customers will receive a reduced-sized copy of each month's current invoices with their monthly statement.

Please send my statement:

By US Mail

By email, at email address: _____

Purchase Orders Required?:

Yes

No

PRINCIPALS OF BUSINESS

Owners, Officers, Partners and Primary Personnel:

Name:	Title:	Phone 1:	Phone 2:	Email:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



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Please complete all information requested to ensure timely processing of this request

TRADE REFERENCES

Company Name: _____ Contact Person: _____

Address: _____ City, St: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contact Person: _____

Address: _____ City, St: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contact Person: _____

Address: _____ City St: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

BANKING INFORMATION

Bank Name/Branch: _____ Officer Contact Name: _____

Address: _____ City, St: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Account Number: _____ Type of Account: _____

Account Number: _____ Type of Account: _____

Bank Name/Branch: _____ Officer Contact Name: _____

Address: _____ City, St: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Account Number: _____ Type of Account: _____

Account Number: _____ Type of Account: _____

FINANCIAL STATEMENT

A current financial statement is required with this application. Please include a copy of your current Financial Statement, audited or previous years may be required upon request.

BONDING REQUIREMENTS

HPM Bonding Service: a customer who applies for an HPM bond for a specific project/job will need to provide additional information and complete bonding documents as required by HPM (see an HPM Bonding Representative).

AUTHORIZATION

I (we) hereby authorize the banks and trade references named above to release all information requested by HPM for the purpose of obtaining and/or reviewing credit, and hereby authorize HPM to investigate all references, employment history and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. I (we) knowingly consent to HPM's use of such credit reports consistent with applicable laws

Authorized Signature

Print Name

Title

Date



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TERMS & AGREEMENT

Upon approval of this application for credit, I (we) do hereby agree that such extension of credit shall be subject to the following terms and conditions:

1. I (we) represent that the information contained in this application is for the purpose of obtaining credit and is certified to be true, complete and correct in all respects.
2. I represent that I am authorized to submit this application on behalf of the applicant. I acknowledge and agree that upon approval and acceptance by HPM, the agreements contained herein will become legal and binding obligations of the applicant.
3. I (we) hereby authorize the banks named above to release all information requested by HPM for the purpose of obtaining and/or reviewing credit, and hereby authorize HPM to investigate all references, employment history and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. I (we) knowingly consent to HPM's use of such credit reports consistent with applicable laws.
4. I (we) agree that the amount due, as evidenced by HPM's account statement and/or invoices, will be paid and received by HPM not later than the last working day of the following month in which the purchase was made and indebtedness incurred; and that any amounts not paid and received by HPM within this allowed time shall be considered delinquent.
5. I (we) agree to pay HPM a service charge for late payment of **1.5% per month** or 18% per year on any delinquent balance from and after the first day this amount became delinquent.
6. In the event that a delinquent account is placed in the hands of a collection agency or attorney, I (we) agree to pay, in addition to the amount of said account and service charges, all cost and expenses allowable by law, including reasonable attorney's fee incurred in connection therewith, whether or not a suit is filed. I (we) agree that HPM may report any delinquencies to any credit reporting agency without notice to me (us).
7. I (we) agree to HPM's terms of sale that are in effect at the time of any purchases from HPM and to notify HPM of any wish to claim a credit on our account for any reasons (including non-receipt of merchandise or damaged goods) within 10 days of the receipt of merchandise. The failure to do so constitutes an obligation to pay the invoice in full. HPM's current terms of sale are listed on all invoices and/or credit notes. I (we) understand that HPM's terms of sale are subject to change by HPM at any time in its sole discretion.
8. I (we) agree to immediately advise HPM in writing of any change regarding any of the information in connection with this application. Changes include any change in ownership, the name of the business or structure of the business under which credit is established, mailing address, authorized purchasers, and financial condition.
9. I (we) understand that I (we) may terminate this agreement at any time by giving written notice to HPM. I (we) agree that HPM may (a) terminate this agreement at any time by giving written notice to me (us), or (b) change any term of this agreement, including, but not limited to, my (our) credit limit, terms of sale and service charges, or add any new provision. I (we) agree that upon any termination of this agreement, I (we) will remain obligated to pay all amounts owing under this agreement and to perform the terms and conditions of this agreement.
10. Notwithstanding anything herein to the contrary, in the event that HPM should discover that applicant has made any false or misleading statement or representation in connection with this application, HPM reserves the right to automatically terminate this agreement and all sums owed HPM shall be immediately due and payable. In the event that HPM should discover that applicant has violated the terms listed above, HPM reserves the right to take all action to the fullest extent permitted by law.
11. I (we) agree that any disputes arising out of this credit agreement will be resolved by arbitration in Hilo, Hawaii, in accordance with the Arbitration Rules, Protocols and Procedures of Dispute Prevention and Resolution, Inc. or its successor. I (we) agree that this agreement will be governed by the laws of the State of Hawaii.

Terms accepted for:

Applicant/Company Name

Authorized Signature (Primary)

Print Name

Title

Date

Authorized Signature (Secondary)

Print Name

Title

Date



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PERSONAL GUARANTY

THIS IS A GUARANTY, made by the Undersigned (who, whether one or more, are herein sometimes called the "Guarantors") in favor of Hawaii Planing Mill Ltd. (dba "HPM Building Supply" or "HPM"), a Hawaii corporation (herein called "Creditor"). In order to induce Creditor to extend from time to time credit to Applicant and in consideration of such extension of credit, the undersigned intending to be legally bound hereby agrees as follows:

1. The Guarantors jointly and severally hereby unconditionally and absolutely guarantee the due and punctual payment of all indebtedness, obligations and liabilities of Applicant to Creditor now or hereafter incurred (herein called "Obligations"), regardless of any defense, setoff or counterclaim which Applicant may have or assert. Such guaranty is an absolute, present, and continuing guaranty of payment and not of collectability and is in no way conditioned or contingent upon an attempt to collect from Applicant or upon any other action, occurrence or circumstance whatsoever. In case Applicant shall fail to pay any of the Obligations, Guarantors will pay the same to Creditor together with interest on any overdue Obligation at the annual rate of 18%.
2. The liability of the Guarantors hereunder shall not be affected or impaired by (and Creditor is hereby expressly authorized to make at any time or from time to time, without notice to or further consent of the Guarantors) any compromise, settlement, release, renewal, extension, indulgence, waiver, alteration, substitution, exchange, change in, modification or other disposition, either express or implied, of all or any part of the obligations or by any bankruptcy, insolvency, receivership or other similar proceedings affecting Applicant.
3. Presentment, demand for payment, protest, notice of protest, notice of dishonor and of non-payment of the Obligations are hereby expressly waived by Guarantors.
4. The rights of Creditor under this Guaranty are cumulative and not exclusive and may be exercised in whole or in part and at the times as Creditor shall determine. Creditor shall have the right to enforce this Guaranty against Guarantors prior to the exercise of Creditor's rights against Applicant or against any other security or collateral held by Creditor.
5. No act of commission or omission of any kind or at any time upon Creditor's part in respect to any matter whatsoever shall in any way affect or impair the liability of Guarantors hereunder. No waiver by Creditor of any of the provisions of this Guaranty shall be valid unless in writing signed by an officer of the Creditor.
6. Guarantors will pay all expenses (including, without limitation, reasonable attorneys fees, the court costs) paid or incurred by Creditor in enforcing this Guaranty.
7. This agreement will be governed by the laws of the State of Hawaii. Creditor shall have the right to enforce this Guaranty through binding arbitration in Hilo, Hawaii, in accordance with the Arbitration Rules, Protocols and Procedures of Dispute Prevention and Resolution, Inc. or its successor.
8. I hereby authorize and instruct (HPM Building Supply) to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by (HPM Building Supply). I understand and agree that (HPM Building Supply) intends to use the credit report for the purpose of evaluating my financial readiness to establish a commercial credit account with HPM Building Supply. My signature below also authorizes the release to credit reporting agencies of financial or other information that I have supplied to (HPM Building Supply) in connection with such evaluation. Authorization is further granted to the credit reporting agency to use a copy of this form to obtain any information the credit reporting agency deems necessary to complete my credit report. I understand that I may revoke my consent to these disclosures by notifying (HPM Building Supply) in writing.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned the date set forth below.

_____ Guarantor's Signature	_____ Print Name	_____ Social Security Number	_____ Date
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_____ Guarantor's Address	_____ City	_____ State	_____ Zip
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_____ Guarantor's Signature	_____ Print Name	_____ Social Security Number	_____ Date
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_____ Guarantor's Address	_____ City	_____ State	_____ Zip
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_____ Witness' Signature	_____ Print Name	_____ Date
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The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); 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 law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

**RESALE CERTIFICATE FOR GOODS
GENERAL FORM 1**

(PLEASE PRINT OR TYPE)

To _____
Name of Seller

Address of Seller

Date of this Certificate

City State Postal/ZIP Code

The undersigned hereby certifies the following under the penalties set forth in section 231-36, Hawaii Revised Statutes (HRS), as Purchaser or as an authorized agent or representative of the named Purchaser:

That the Purchaser is the holder of Hawaii Tax Identification No. **GE** _____ - _____ - _____ - _____ under the General Excise Tax Law and subject to the taxing jurisdiction of the State.

That the nature and character of the Purchaser's business is:

That this Certificate, until revoked by notice in writing, shall apply to all purchases of tangible personal property which the Purchaser shall purchase from the Seller named above except those orders which the Purchaser specifies by notice in writing that this Certificate does not apply.

That all of the purchases of tangible personal property to which this Certificate applies:

- are purchases for resale at retail or leases under Chapter 237, HRS; **and/or**
- are purchases for resale at wholesale under Chapter 237, HRS;

That the Purchaser, pursuant to section 237-13(2)(F)(i), HRS, and section 18-237-13-02(d)(2)(B), Hawaii Administrative Rules, shall pay to the seller the amount of any additional tax imposed upon the seller with respect to any transactions covered by this certificate.

Name of Purchaser

Signature

Address of Purchaser

Print Name of Signatory

City State Postal/ZIP Code

Title (Owner, Partner or Member, Officer, or Duly Authorized Agent) Date

Seller should retain this Certificate for Seller's files. Do NOT send to the Department of Taxation.