

**E & E Acquisitions LLC**  
**dba Central Hardwood Specialties LLC**  
**dba Trinity Forest Industries LLC**

1959 W Northwest Hwy Dallas, TX 75220  
Phone: (972) 241-3571 Fax: (972) 408-4142  
www.centralhardwoods.com

**CREDIT APPLICATION PACKAGE**

**INSTRUCTIONS**

- Type or legibly print all information requested on the Credit Application.
- If your company is NOT a publicly held corporation, we will require a Personal Guaranty Agreement be executed. A representative of Central Hardwood Specialties must either witness this Guaranty Agreement or the ACKNOWLEDGMENT form must be executed
- If you do not pay sales tax; we must have a completed and signed Sales Tax Resale or Exemption Certificate on file. NOTE: WE MUST HAVE THE NAME OF THE COUNTY IN WHICH YOUR COMPANY IS LOCATED. \*\*
- On all requests for credit of \$75,000 or greater, we must have your most recent financial statements (i.e., Balance Sheet, Profit & Loss Statement, Statement of Cash Flow, etc.).
- To speed processing of your Credit Application, you may FAX the completed documents, including Personal Guaranty, to: (972) 408-4142 Credit Department, or scan & e-mail to [Nancy@centralhardwoods.com](mailto:Nancy@centralhardwoods.com) . **The original documents must be mailed and received by Central Hardwood Specialties at the address above prior to establishing an open account.**

Thank you for your interest in E & E acquisitions LLC

**\*\*PLEASE NOTE:**

If you are purchasing material from us to be resold in its original form, please complete the TEXAS RESALE CERTIFICATE or provide Oklahoma Tax Commission License/Permit based on your company's location.

If you are purchasing material from us to be used in the manufacture of a product for resale, please complete the TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE.

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**CREDIT APPLICATION**

PLEASE TYPE OR PRINT LEGIBLY

Date: \_\_\_\_\_

**Business Information**

Firm Name: \_\_\_\_\_ Date Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_

Delivery Address (If Different): \_\_\_\_\_ County: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ State/Zip: \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Email: \_\_\_\_\_ Purchasing Agent: \_\_\_\_\_

Preferred Invoice delivery method:  E-mail  Fax  US Mail

Business Structure:  Proprietorship  Partnership  Corporation (State: \_\_\_\_\_)

Type of Business (Please indicate the primary area of business below):

<input type="checkbox"/> CABINET SHOP	<input type="checkbox"/> INTERIOR FINISH CONTRACTOR	<input type="checkbox"/> COMMERCIAL MILLWORK
<input type="checkbox"/> FURNITURE MANUFACTURING	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> GENERAL CONTRACTOR
<input type="checkbox"/> RETAIL TRADE	<input type="checkbox"/> HOME BUILDER	<input type="checkbox"/> COUNTER TOP MANUFACTURING
<input type="checkbox"/> OTHER (SPECIFY): _____		<input type="checkbox"/> EXHIBITS & SIGN MFG.

Estimated Annual Sales: \$ \_\_\_\_\_ Monthly Credit Requested: \$ \_\_\_\_\_

**Company Principals Responsible For Business Transactions**

*List the home address, zip code and Social Security number for each principal. By Providing SS Numbers, the above principal(s) consent to Central Hardwood Specialties obtaining consumer credit report(s)*

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**Trade References**

*List at least 3-5 references. If no business, please give personal references*

Name	Address	E-mail or Fax#	Phone #

**Bank Reference**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Loan #: \_\_\_\_\_

*In order to induce Central Hardwood Specialties ("CHS") to extend credit to the above named firm ("Purchaser"), the under-signed Purchaser agrees to pay at the offices of CHS, in Dallas, Dallas County, Texas, all charges within the terms of sale to Purchaser by CHS on each sales invoice, together with renewals and extensions thereof, and further agrees to pay interest at the maximum legal rate on all invoices that remain unpaid 30 days after the due date, and reasonable attorney fees and other costs incurred for collection. Purchaser further consents to the terms and conditions of the Personal Guaranty Agreement. PLEASE SIGN AND ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT.*

PURCHASER SIGNATURE			TITLE	
INTERNAL	SP	DR	CRTD	APD
USE ONLY	TRM		CL	ACN

## AUTHORIZATION TO RELEASE ACCOUNT INFORMATION

Please accept this as my/our authorization to release to E & E ACQUISITIONS LLC any information requested in their credit inquiry.

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Company Name

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Account Number

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Typed Name of Authorized Signer

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Title of Authorized Signer

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Signature of Authorized Signer

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Date

### TO OUR CUSTOMER

It has become necessary for us to have the above form completed so that your bank will release credit information to us. Please complete, sign and return to us with your application for credit.

Thank you for your cooperation.

E & E ACQUISITIONS LLC

dba CENTRAL HARDWOOD SPECIALTIES LLC

dba TRINITY FOREST INDUSTRIES LLC

## PERSONAL GUARANTY AGREEMENT

For the consideration of the extension of credit to \_\_\_\_\_ (the "Purchaser") I/we, the undersigned, hereinafter called the "Guarantor" (if singularly, or "guarantors" if plural) guarantee payment at the office of E & E Acquisitions LLC, in Dallas, Dallas County, Texas, of all charges (hereinafter call the "Indebtedness") within the terms of sale to the Purchaser by E & E Acquisitions LLC on each sales invoice issued by E & E Acquisitions LLC, together with all renewals and extensions thereof. I/we further agree to pay interest at the maximum legal rate on all invoices that remain unpaid on the last day of the month in which the invoice was due, computed from the date of the invoice until and including the date paid on the basis of a year consisting of 360 days, and all reasonable attorney fees, court costs and costs of collection incurred in the enforcement of any of our rights hereunder or in the collection of any Indebtedness or obligation guaranteed hereunder.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the Indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of E & E ACQUISITIONS LLC in the collection of any Indebtedness or obligation hereby guaranteed, and agree that E & E ACQUISITIONS LLC shall not be required to first endeavor to collect from Purchaser any Indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any Indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the liability hereby created. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of E & E ACQUISITIONS LLC, without joinder of Purchaser or the other undersigned Guarantors as parties thereto. If any sum due E & E ACQUISITIONS LLC by Guarantors hereunder is placed in the hands of any attorney for collection, or is collected through probate, bankruptcy or other court proceeding, then the undersigned Guarantors, jointly and severally, promise to pay E & E ACQUISITIONS LLC a;; attorney's fees and costs incurred in collection costs under this Personal Guaranty.

This guaranty is continuing and shall continue to apply notwithstanding (I) any change in the name, ownership, management or control of Purchaser, or (ii) any change in the form of entity of Purchaser, whether proprietorship, corporation, joint venture or partnership, or (iii) any change in the membership of any joint venture or partnership; and this guaranty shall continue without regard to the form or amount of Indebtedness or obligation guaranteed which Purchaser may create, renew, extend, or alter, in whole or in part, without notice to Guarantor's.

E & E ACQUISITIONS LLC may surrender, release, exchange or alter any collateral or security for any Indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty agreement and this guaranty shall continue effective notwithstanding any legal disability of Purchaser to incur any Indebtedness or obligation incurred to E & E ACQUISITIONS LLC.

Whenever Guarantors shall pay any sum which may become due E & E ACQUISITIONS LLC under the terms of this guaranty agreement, notice in writing shall be delivered to E & E ACQUISITIONS LLC at the time of such payment that the said payment has been made by Guarantors, and in the absence of such notice, any sum received by E & E ACQUISITIONS LLC on account of any Indebtedness or obligation hereby guaranteed shall be conclusively deemed paid by Purchaser. All sums paid to E & E ACQUISITIONS LLC by Guarantors may be applied by E & E ACQUISITIONS LLC at its discretion upon any Indebtedness or obligation hereby guaranteed.

This guaranty agreement shall continue to bind Guarantors, jointly and severally, until E & E ACQUISITIONS LLC shall have received notice in writing from any of the undersigned Guarantors that the person giving such notice elects no longer to be bound by this guaranty agreement, after which time, this guaranty agreement shall bind the person giving such notice only as to the Indebtedness and obligations of Purchaser to E & E ACQUISITIONS LLC which are then existing and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors not giving such written notice.

In the event of the death of any of the undersigned Guarantors, this guaranty agreement shall bind the decedent, his heirs, executors and administrators only as the Indebtedness and obligations of Purchaser to E & E ACQUISITIONS LLC which are existing at the time notice in writing of such death is received by E & E ACQUISITIONS LLC and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by E & E ACQUISITIONS LLC unless and until a representative of E & E ACQUISITIONS LLC has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty agreement is operating and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his/her liability hereunder shall be cumulative and in addition to any other liability to E & E ACQUISITIONS LLC, whether the same is incurred through the execution of a similar guaranty agreement, through endorsement, or otherwise.

E & E ACQUISITIONS LLC may assign its rights hereunder in whole or in part and upon any such assignment all the terms and provisions of this guaranty agreement shall inure to the benefit of such assignee, to the extent so assigned.

E & E ACQUISITIONS LLC is relying and is entitled to rely upon each and all of the provisions of this guaranty agreement; and accordingly, if any provision or provisions of this guaranty agreement should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

This personal guaranty agreement shall be governed by and construed in accordance with the laws of the state of Texas.

We each represent and warrant the accuracy of the information in the Credit Application on the reverse side.

Date: \_\_\_\_\_ Guarantor: \_\_\_\_\_

Witness: \_\_\_\_\_ SS#: \_\_\_\_\_

Date: \_\_\_\_\_ Guarantor: \_\_\_\_\_

Witness: \_\_\_\_\_ SS#: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me to be the person whose name is subscribed to that certain Personal Guaranty Agreement executed on  
\_\_\_\_\_. 20\_\_\_\_\_, and acknowledged to me that he/she executed the same for the purposes and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR  
\_\_\_\_\_, COUNTY,  
STATE OF \_\_\_\_\_.

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: \_\_\_\_\_


Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

***THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.***

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

# TEXAS RESALE CERTIFICATE

Name of purchaser, firm or agency		Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)		
City, State, ZIP code		
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit)		
<input type="text"/>		(Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice form:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:


Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

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**TERMS:**

Terms will be specified at the time your account is opened.

**LATE PAYMENT CHARGES:**

A 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

ALL ACCOUNTS ARE DUE AND PAYABLE AT THE OFFICES OF CENTRAL HARDWOOD SPECIALTIES, DALLAS COUNTY, DALLAS, TEXAS.

**RETURNS:**

Merchandise returned to stock will be accepted only when authorized by us and will be subject to a 15% re-stocking change.

**CONDITIONS OF SALE:**

In case of dispute over the grade or tally of material sold, the shipment must be held intact until an inspection is made and settlement agreed upon. Claims must be filed with us, in writing, within Five (5) days after goods are received. Failure to make a claim within the five day period or to maintain the shipment intact until inspection is made shall result in the claim being denied.

In case of transfer of business, insolvency or suit by any other creditor, account becomes immediately due and payable without further demand.

An order may be cancelled upon mutual agreement because of excessive shipping delays, change of business, death or unavoidable cause, if not already loaded or en route. An order may not be cancelled after loading has begun or special stock have been ordered or manufactured to order or because of price conditions.

If an order is incorrect in any particular, notify us at once, as we will not be responsible for any changes, errors or omissions.

**SERVICE:**

Our normal trade area includes all points within approximately a 200-mile radius and deliveries are made on a regular schedule.

**For inquiries about scheduling, product availability, prices, etc., please call our sales office at 972-241-3571.**

**GRADE RULES:**

All of our lumber is carefully graded under the rules applicable to each species e.g., NHLA, WWPA, CRA, WRCLA, SPIB, etc.