

## CREDIT AGREEMENT

This credit application applies to both DeLullo Trucking Corp. and WoodBed Corp. with the specific credit applying to that company with which the application does business. This information is for credit use only and will be held in confidence.

|  |                                       |                   |               |
|--|---------------------------------------|-------------------|---------------|
| Company Name   | Type of Business                      | Years in Business |               |
| Mailing Address  | City                                  | State             | Zip Code      |
| Phone Number   | Mobile Number                         | Fax Number        |               |
| Shipping Address (if different than above)   | City                                  | State             | Zip Code      |
| Type of Organization: _____ Corporation _____ Partnership _____ Individual _____ Other |                                       |                   |               |
| If Incorporated – Federal ID# ( <b>required</b> ) _____                                |                                       | Trade Name _____  |               |
| Individual(s) who will guarantee payment if above company fails to honor agreement     |                                       | Title             | Phone Number  |
| Address  | City                                  | State             | Zip Code      |
| Sales Tax Exempt #   | Social Security # ( <b>required</b> ) | Date of Birth     | Email Address |

To setup your account, please provide the following credit card information:

|                                       |              |                 |                              |
|---------------------------------------|--------------|-----------------|------------------------------|
| <b>Credit Card Information:</b> _____ |              |                 |                              |
|                                       |              | Issuing Bank    | Type (Visa, MasterCard etc.) |
| Card Number                           | 3 Digit CVS# | Expiration Date | Your Signature               |

### Trade References:

1. \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
4. \_\_\_\_\_  
Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Terms and Conditions**

**ALL PAGES OF CREDIT AGREEMENT MUST BE FILLED OUT AND RETURNED, THE FAILURE TO DO SO WILL RESULT IN A DELAY OF CREDIT APPROVAL OR DENIAL.**

**Past Due Accounts:** DeLullo Trucking Corp./WoodBed Corp. reserves the right to charge 1.5% per month as a service charge on overdue accounts and unpaid balances or 18% per annum, but not to exceed the maximum amount permitted by applicable state law. If your account is not paid according to the terms of your account with us, DeLullo Trucking Corp./WoodBed Corp. reserves the right to charge your credit card for any monies past due.

**Cost of Collection and Attorney Fees:** Customer and/or recipient, or their designated agent, who accepts goods or services provided by DeLullo Trucking Corp./WoodBed Corp. or any of its affiliates or subsidiaries agrees that said goods and services were provided from the general office of DeLullo Trucking Corp./WoodBed Corp. located in Elk County, Pennsylvania, and that the proper venue for any legal action relating to the provision of said goods and services is in Elk County, Pennsylvania, including Magisterial District 59-3-03. Customer agrees to pay the full amount of any costs or expenses and attorney fees. The terms and conditions set forth herein continue to apply for all future transactions between the parties unless there is a written agreement signed by all parties which excludes or limits the terms and provisions. Specifically, this applies to interest, attorney's fees and the personal guarantee.

**Sales Tax:** All DeLullo Trucking Corp./WoodBed Corp. customers who are exempt from sales tax must complete a PA sales tax exemption certificate.

**Timely Notification:** No shipping or delivery claims will be accepted unless made within 10 days after receipt of merchandise. All buyer claims resulting from incorrect invoicing must be submitted to DeLullo Trucking Corp./WoodBed Corp. in writing within 60 days of invoice date, or DeLullo Trucking Corp./WoodBed Corp. agrees to accept invoice as billed. DeLullo Trucking Corp./WoodBed Corp. will not make adjustments for claims after 60 days from invoice date.

**Governing Law:** This agreement shall be governed by the laws of the State of Pennsylvania.

**Equifax:** A business credit report inquiry and/or a business principal report will be checked and reviewed.

**Conditions:** The account established hereunder and the credit extended hereby shall not be effective until this application is accepted by DeLullo Trucking Corp./WoodBed Corp. in St. Marys, PA.

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I have read and agree to the terms and conditions listed above.

Date \_\_\_\_\_ Name \_\_\_\_\_

Company Name \_\_\_\_\_ Signature \_\_\_\_\_

**Personal Guarantee:** The undersigned individual agrees to personally guarantee payment on all credit extended under this credit application, and will also be responsible for payment to attorney's fees and costs which DeLullo Trucking Corp./WoodBed Corp. incurs if timely payment is not made.

Company Owner Name \_\_\_\_\_

Company Owner Signature \_\_\_\_\_