

TERMS AND CONDITIONS

In consideration for the extension of Credit for BAYLOR LUMBER & BUILDING COMPANY, INC., (BLBC), the credit application herein (Applicant) agrees as follows:

1. Applicant agrees to pay for all purchases in U.S. funds at the office of BAYLOR LUMBER AND BUILDING COMPANY, INC., in Navasota, Grimes County Texas.
2. Purchases made and involved on or before the close of BLBC books on the 30th of each month shall be due and payable in full on or before the 10th of the following month. Any balance due and not paid at the close of business on the 30th of such following month will be subject to a service charge of 1-1/2% (18% annual rate) on such balance. If any account balance continue unpaid on the 30th of the month in which it was due to be paid, such account may be suspended from any additional credit and all purchases thereafter made only on a "cash on delivery" basis.
3. If applicant fails to perform his/her obligations hereunder, including his/her obligations to pay when and as due any amounts owing hereunder, the BLBC may pursue its legal remedies to effect collection. If applicant has not made payments as require and the account is delivered to any attorney or collection agency for collection, applicant may be liable for reasonable fees of such attorney, collection costs, and all court costs to the extent permitted by law.
4. The BLBC reserves the right to limit applicant's credit purchases and to withdraw or restrict applicant's credit if applicant fails to pay his/her obligations as they are due.
5. From time to time, the BLBC may amend this agreement upon written notice to applicant of not less than 30 days prior to the beginning of the billing cycle within which the amendment is to become effective.
6. Applicant hereby authorizes the BLBC to furnish information, concerning it credit experience, to credit reporting agencies and others who lawfully receive such information.
7. The construction and the enforcement of this agreement shall be governed by the laws of the State of Texas. Any provisions of this agreement that may be prohibited by law shall be ineffective only to the extent of such provision.

Credit Investigation: In compliance with Public Law 91-508, this notice is to inform you that in connection with your application for credit (1) an investigation may be made as to your creditability including, if applicability including, if applicable, information as to character, general reputation, personal chacteristics, and mode of living: and (2) additional information as to the nature and scope of any investigation requested will be furnished to you, upon written request made within a resonable time after you receive this notice.