Credit Application and Agreement

HPM Building Supply, 16-166 Melekahiwa Street, Keaau, HI 96749
PHONE: (808)966-5466 / FAX: (808)966-7564 / EMAIL: my.account@hpmhawaii.com

HPM BUILDING SUPPLY

☐ NEW APPLICATION ☐ UPDATE Amount of Credit Requested: _____

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Individual ☐ Spouse/Joint Applicant

Once completed and signed by the applicant identified here ("**Applicant**") and approved by Hawaii Planing Mill, Ltd. ("**HPM**"), dba HPM Building Supply, this application for credit shall form a binding agreement between Applicant and HPM on the terms and conditions stated at www.hpmhawaii.com/credit-terms-conditions **and** www.hpmhawaii.com/terms-conditions.

APPLICANT INFORMATION: *Additional financial information and/or secured deposit may be required based upon credit limit requested.*

Legal Business/Individual Name: _____ Joint Applicant _____

List all Trade Names, DBAs, Subsidiaries _____ Type of Business _____

GET Number: _____ Federal Tax ID Number: _____ # of Employees _____

Date Business Started: _____ Annual Revenue _____ Contractors License # _____

Contact Name: _____ Phone #: _____ Email: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Name of Person(s) authorized to make purchases:

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

BILLING INFORMATION: *All customers will receive an emailed copy of each month's current invoices with their monthly statements.*

Accounts Payable Contact Name: _____ Phone: _____ Email: _____

List email address(s) to send monthly statements to: _____

Purchase Order Required: ☐ YES ☐ NO

PRINCIPLES OF BUSINESS – OWNERS, OFFICERS, PARTNERS, AND PRIMARY PERSONNEL

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

TRADE REFERENCES

Company Name: _____ Contact Person: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Name: _____ Contact Person: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

BANKING INFORMATION

Bank Name/Branch: _____ Officer Contact Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Account Number: _____ Type of Account: _____

Account Number: _____ Type of Account: _____

Credit Application and Agreement

HPM Building Supply, 16-166 Melekahiwa Street, Keaau, HI 96749
PHONE: (808)966-5466 / FAX: (808)966-7564 / EMAIL: my.account@hpmhawaii.com

AUTHORIZATION AND AGREEMENT – By signing below, Applicant expressly agrees to be bound by all terms and conditions set forth in the CREDIT TERMS AND CONDITIONS found at www.hpmhawaii.com/credit-terms-conditions and the FULL AGREEMENT TO OUR TERMS AND CONDITIONS OF SALE www.hpmhawaii.com/terms-conditions which are incorporated herein by reference.

TERMS ACCEPTED FOR: _____ Date: _____

Applicant/Company Name:

Authorized Signature (Primary) | Print Name/Title

Authorized Signature (Joint) | Print Name/Title

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. In order to induce HPM 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 the Applicant to HPM, whether now existing or hereafter incurred (hereinafter referred to as "Obligations"), regardless of any defense, setoff, or counterclaim which Applicant may have or assert. This is an absolute, present, and continuing guaranty of payment and not of collectability, and is in no way conditioned or contingent upon any attempt to collect from the Applicant or upon any other action, occurrence, or circumstance. This guaranty shall remain in effect until all Obligations are fully paid, even if the agreement between HPM and the Applicant is terminated. The Guarantors shall be jointly and severally liable to promptly pay all Obligations when due, together with interest on any overdue Obligation at the annual rate of 18%, or such other rate as may be allowed by applicable law, without requiring HPM to first seek payment or enforce remedies against the Applicant or any other party.
2. The liability of the Guarantors hereunder shall not be affected or impaired by (and HPM 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 HPM under this Guaranty are cumulative and not exclusive and may be exercised in whole or in part and at the times as HPM shall determine. HPM shall have the right to enforce this Guaranty against Guarantors prior to the exercise of HPM's rights against Applicant or against any other security or collateral held by HPM.
5. No act of commission or omission of any kind or at any time upon HPM's part in respect to any matter whatsoever shall in any way affect or impair the liability of Guarantors hereunder. No waiver by HPM of any of the provisions of this Guaranty shall be valid unless in writing signed by an officer of HPM.
6. Guarantors will pay all expenses (including, without limitation, reasonable attorneys' fees and court costs) paid or incurred by HPM in enforcing this Guaranty, including expenses incurred by the HPM to enforce the Guaranty before filing any claim for arbitration or lawsuit.
7. Guarantors agree that any disputes, claims, or controversies arising under or in connection with this Guaranty will be resolved through binding arbitration in Hilo, Hawaii, in accordance with the Arbitration Rules, Procedures, and Protocols of Dispute Prevention and Resolution, Inc., a Hawaii Profit Corporation, or its successor and in accordance with dispute resolution process detailed in Item 11 of the HPM Credit Terms & Conditions posted on https://www.hpmhawaii.com/credit-terms-conditions
8. I hereby authorize and instruct HPM to obtain and review my credit report. My credit report will be obtained from a credit reporting agency chosen by HPM. I understand and agree that HPM intends to use the credit report for the purpose of evaluating my financial readiness to establish a commercial credit account with HPM. My signature below also authorizes the release to credit reporting agencies of financial or other information that I have supplied to HPM 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 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

Guarantor's Address | City | State | Zip

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.

FORM G-17
(REV. 2016)

STATE OF HAWAII — DEPARTMENT OF TAXATION

RESALE CERTIFICATE FOR GOODS
GENERAL FORM 1

(PLEASE PRINT OR TYPE)

To HPM Building Supply
Name of Seller

16-166 Melekahiwa Street
Address of Seller

Date of this Certificate

Keaau HI 96749
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.