



SCRUGGS LUMBER COMPANY
 1707 Christy Dr., PO Box 104266
 Jefferson City, MO 65110-4266
 Phone: 573-635-6881
 Fax: 573-635-5687

CREDIT SALES AGREEMENT

1. The following Terms and Conditions of this Credit Sales Agreement (“Agreement”) shall be deemed incorporated in and shall form part of all contracts and sales, including invoices, between Scruggs Lumber Company (“Company”) and the undersigned (“Customer”).
2. In exchange for the materials, equipment, goods and/or services Company provides to Customer, Customer agrees to pay all invoices due and payable pursuant to the terms set forth herein. All invoices are due and payable on the 10th day of the month following the date of purchase and shall become past due thereafter. **Customer agrees to pay interest on all accounts that are not paid when due at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by law, which interest shall be payable on demand. A minimum finance charge of \$.50 per month will be imposed on any balance under \$33.34.** Company may refuse to supply any further goods or services and/or may refuse to grant further extensions of credit while any overdue amounts owing to the Company remain unpaid. Customer agrees to pay Company’s costs of collection, including reasonable attorney’s fees, in addition to outstanding balances plus interest thereon as provided herein.
3. Customer authorizes Company, or any credit bureau, investigative agency or other agent employed by Company, to investigate any references herein listed or stated or other data obtained from Customer or from any other party pertaining to Customer’s credit and financial responsibility.
4. In all respects this Agreement and all transactions hereunder and all the rights of the parties shall be governed as to validity, construction, enforcement and in all other respects by the substantive laws of the State of Missouri (without reference to conflict of law principals). **CUSTOMER HEREBY IRREVOCABLY (A) SUBMITS TO THE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE COUNTY OF COLE, MISSOURI, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS; (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT CUSOMER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT; (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; AND (E) WAIVES ALL CLAIMS OF IMPROPER VENUE THAT CUSTOMER MAY NOW OR HEREAFTER HAVE BY REASON OF CUSTOMER’S PRESENT OR SUBSEQUENT DOMICILES OR RESIDENCES.**

IN WITNESS WHEREOF,

Customer has executed this Agreement this ___ day of _____, 20__.

 Entity Name if corporation, LLC, or other legal entity
 (not sole proprietorship)

By: _____
 Signature

Title: _____
 Print

If individual, sole proprietorship, and/or joint applicant sign below:

 Signature

 Signature

 Printed Customer Name

 Printed Customer Name