**COMMERCIAL CREDIT APPLICATION, AGREEMENT, AND GUARANTEE**

This agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_is made between **Creditor Name** and the Customer ("Customer") in accordance with the following terms:

**CUSTOMER CONTACT INFORMATION**

Full Legal Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pager Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUSINESS INFORMATION**

Check Type of Business:

Corporation \_\_\_\_\_ Limited Liability Co. (L.L.C.) \_\_\_\_\_ Sole Proprietorship\_\_\_\_\_

General Partnership \_\_\_\_\_ Limited Partnership (LP) \_\_\_\_\_ Joint Venture \_\_\_\_\_

Other (Describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Business Formed/Incorporated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Formation/Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_   
Federal Tax ID No. for Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owners/Partners/Officers/LLC Members as Personal Guarantors:**

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security#: \_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security#: \_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security#: \_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security#: \_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Name and Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CREDIT INFORMATION**

**Banking Information:**

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Credit/Trade References:**

Name of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Credit History:**

Has the business or any individual with ownership interest filed for bankruptcy?  
\_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_\_\_No

Are there any outstanding judgments against the company or any individual with ownership interest in the company? \_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_No

Has the business or any individual with ownership interest ever filed an assignment for the benefit of creditors? \_\_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_No

Is there any pending or threatened litigation against the company and/or any individuals with ownership interest in the company? \_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_No

Has the company issued any checks which were not paid due to insufficient funds within the past 6 months? \_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_No

If the answer to any of the foregoing questions is YES and there are extenuating circumstances for which you wish to provide an explanation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPRESENTATIONS AND AUTHORIZATIONS OF CUSTOMER**

The undersigned represent to **Creditor Name**:

1. The information contained in this Credit Application, Agreement and Guarantee is complete and accurate and may be relied upon by **Creditor Name**.
2. We authorize **Creditor Name** and its agents to contact all credit and trade references as may be required to verify our personal and business credit and business standing with them.
3. If we order materials for use on property owned by others, we represent that we shall have in place a written contract with each such property owner or general contractor in compliance with all applicable laws, rules and regulations of **Creditor’s State**.
4. In the event **Creditor Name** exercises rights under the **Creditor’s State** Construction Lien Law, We agree to use either the American Arbitration Association or any other alternative dispute resolution mechanism selected by **Creditor Name**.
5. We understand that payment of invoices is due on or before the last day of the month following delivery and that service charges shall be levied on all invoices unpaid as of the last day of the month following delivery. The current service charge on unpaid balance is 1 1/2% per month (18% per annum): this amount may be changed by **Creditor Name** and any change will be reflected on Customer's invoice.
6. If we fail to pay invoices when due or otherwise default under the terms of this Agreement, We shall pay all collection costs and expenses, including collection agency fees and reasonable attorneys' fees of 25% of the unpaid balance.
7. We understand that a signed delivery slip is required for each shipment from **Creditor Name** and that such signed delivery slip shall serve as a contract between **Creditor Name** and us. If at the time of delivery, neither we nor our duly authorized representative is available to sign the delivery slip, then as a convenience to us, we hereby authorize and direct **Creditor Name** to sign the delivery slip on our behalf and we agree to pay for goods so shipped upon receipt of **Creditor Name’s** invoice.
8. We understand that **Creditor Name** ships goods based upon written purchase orders and that each such order shall serve as a contract between **Creditor Name** and us. If we or our duly authorized representative is not available to sign the order at the time placed, then solely as a convenience to us, we hereby authorize **Creditor Name** to sign the purchase order as our agent and we agree to pay for goods so shipped and delivered upon receipt of **Creditor Name’s** invoice.
9. For each building site to which **Creditor Name** will be making deliveries for us, we shall provide **Creditor Name** with a completed Project Information Sheet at the time of Customer's initial order for that site.
10. We agree to the terms and conditions of this Agreement, including the Additional Terms of the Credit Application, Agreement and Guarantee terms.

**PERSONAL GUARANTEE**

In consideration of **Creditor Name** extending credit to Customer, we individually, jointly and severally do hereby personally and unconditionally guarantee to **Creditor Name** the payment of indebtedness of the Customer, including any and all costs of collection, including collection agency fees and reasonable attorney's fees of 25% of the unpaid balance. The undersigned waives notice of acceptance of this guarantee by **Creditor Name** and notice of default or of non-payment on any of the liabilities. The use of any titles shall in no way be deemed to limit the personal guarantee. Any change in ownership interest or relationship of Guarantor to Customer shall not relieve Guarantor of obligations under this personal guarantee unless prior written notice is provided to **Creditor Name**.

This Guarantee shall be a continuing guarantee and shall remain in effect subject to discontinuance as to any of the undersigned only upon actual receipt by **Creditor Name** of 30 days written notice from undersigned, provided no such notice of discontinuance shall impair or effect any of the agreements or obligations incurred with respect to any and all liabilities existing prior to the time of such actual receipt by **Creditor Name** of such discontinuance notice.

Guarantor agrees by signing this Guarantee Agreement to authorize **Creditor Name** and its agents to investigate his business and personal credit history.

**ADDITIONAL TERMS OF THE CREDIT APPLICATION,   
AGREEMENT AND GUARANTEE**

Agreement: "Agreement" as used herein shall mean all information, terms and conditions contained in this Credit Application, Agreement, and Guarantee.

Payment Terms: Invoices shall be due and payable on or before the last day of the month following delivery and services charge of 1 1/2 % per month (18% per annum) shall be charged on all invoices unpaid as of the last day of the month following delivery. **Creditor Name** shall have the right to modify its payment terms upon 60 days notice to Customer and Guarantor. Notice shall be made by written notice mailed to Customer and Guarantor. Such notice shall be deemed given upon mailing.

Signed Delivery Slips: A signed delivery slip shall be required for each shipment from **Creditor Name** and each such signed delivery slip shall serve as a contract between **Creditor Name** and Customer. If at the time of delivery, neither Customer nor its duly authorized representative is available to sign the delivery slip, then as a convenience to Customer, Customer hereby authorizes **Creditor Name** to sign the delivery slip as Customer's agent.

Written Orders: A written purchase order shall be required for each shipment from **Creditor Name** and each order shall serve as a contract between **Creditor Name** and Customer. If neither Customer nor its duly authorized representative is available to sign the order at the time placed, then as a convenience to Customer, Customer hereby authorizes **Creditor Name** to sign the purchase order as Customer's agent.

Special Delivery Instructions: If job-site delivery requires off-site access and delivery is placed where instructed by Customer, **Creditor Name** shall not be responsible for any resulting damages.

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No Warranties: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, WITH RESPECT TO ANY PRODUCT.

Effect of Installation: Any claims for defects or incorrect items discoverable prior to installation are forever waived as soon as the product is actually installed. Do not install defective or incorrect product.

Resale Certificate: If Customer delivers to **Creditor Name** a Resale Certificate, Customer represents and warrants that the Resale Certificate is valid and that Customer is entitled to be excused from the payment of otherwise applicable sales and use taxes.

"As Is" Sale: Product described as "Seconds", Rejects", "Without Warranty", "As Is",

"Damaged", "Off-Grade", or other similar designation is sold "As Is", without recourse and without warranty, express or implied. In such cases, **Creditor Name** shall not be responsible for any defect, loss, damage, or injury caused by or related, directly or indirectly, to such product.

Delayed Delivery: **Creditor Name** shall not be liable for any damages whatsoever arising out of delay in delivery. Stated dates of delivery are **Creditor’s Name** best approximation as to when delivery is likely to occur. "As soon as possible" or words to that effect are not sufficient expression of an essential time schedule.

Natural Products: ANY PRODUCT CONSISTING OF OR CONTAINING ANY NATURAL MATERIAL SOLD BY **CREDITOR NAME** IS SUBJECT TO VARIATIONS INHERENT IN A NATURAL PRODUCT. SUCH PRODUCT WILL EXPAND AND CONTRACT SEASONALLY AS WELL AS WITH ALL CHANGES IN TEMPERATURE AND MOISTURE. REAL WOOD BOASTS UNIQUE CHARACTERISTICS AND GRADATIONS OF COLOR; GRAINING AND OTHER FEATURES WHICH ARE HALLMARKS OF NATURE'S OWN MATERIALS, NO SUCH GRADATIONS, VARIATIONS OR CHARACTERISTICS SHALL CONSTITUTE A DEFECT UNDER THE LIMITED WARANTY.

Samples: All specimens exhibited or submitted by Seller as samples are intended only as an indication of general and surface characteristics, and the general layout, color and finish. The cross- section and backing material of such samples do not indicate the product to be sold by Seller, but are for display purposes only.

Quotations: Unless stated in writing otherwise quoted prices represent the offer of Seller on described product, which shall remain firm for immediate acceptance only, and are subject to change without notice thereafter.

Special Order: "Special Order" shall be defined as an order for any product not regularly stocked by **Creditor Name**. In the event Customer rejects delivery, cancels or otherwise modifies any Special Order for which **Creditor Name** will be charged by its supplier, Customer shall be responsible for payment to **Creditor Name** of all costs and charges imposed upon **Creditor Name** by its supplier, including but not limited to the full cost of the Special Order and/or any cancellation fee or restocking fee. Any deposit paid to NSL for such special order shall be forfeited.

Default: Customer shall be in default under this Agreement if (i) Customer fails to make payments in full when due, (ii) fails to keep any promise in this Agreement, (iii) any representation by Customer in this Agreement is false; or (iii) the legal entity (such as corporation, partnership or limited liability company) which has agreed to make payments under



this Agreement merges, dissolves, reorganizes, terminates its business or existence or becomes

ineligible to do business in **Creditor’s State** .

Indemnification: If **Creditor Name** is named as a defendant in any action as a consequence of actions taken in reliance on Customer's representations under this Agreement. Customer shall indemnify and hold NSL harmless from any such action and Customer agrees to pay all **Creditor’s Name** costs to defend against such action, including reasonable attorney's fees.

Collection Costs: If customer defaults under the terms of this Agreement. Customer agrees to pay all collection costs and expenses, including court costs and reasonable attorney's fees of 25% of the unpaid balance.

Masculine/Feminine/Singular/Plural: All references to masculine shall include the feminine and all references to singular shall include plural.

Governing Law: This Agreement shall be governed by the laws of **Creditor’s State**. Terms and Conditions Subject to Change. The terms and conditions contained herein are subject to change by NSL at any time.