

# CREDIT APPLICATION

**BUSINESS NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

## ACCOUNTS PAYABLE E-MAIL FOR STATEMENT AND INVOICE DELIVERY

**Accounting Email address:** \_\_\_\_\_

**TAX I.D. NO.:** \_\_\_\_\_ **ARE YOU TAX EXEMPT?** YES  NO

### IF "YES" INCLUDE A COPY OF YOUR TAX EXEMPT CERTIFICATE AND CHECK ONE:

INSTITUTION  GOVERNMENT  RESALE  AGRICULTURE  INDUSTRIAL   
PROCESS

### CONTRACTOR'S LICENSE NO.:

**TYPE OF BUSINESS:** CORPORATION  CO-PARTNERSHIP  SOLE   
PROPRIETORSHIP

**DESCRIPTION OF OPERATION:** \_\_\_\_\_ **HOW LONG IN BUSINESS:** \_\_\_\_\_ YRS \_\_\_\_\_ MOS

### PRINCIPAL OWNERS OR GENERAL PARTNERS:

NAME	TITLE	ADDRESS
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### 3 PRINCIPAL SOURCES OF TRADE CREDIT: (Home Depot & Lowes do not share references with us)

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER
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### OUR APPROXIMATE MONTHLY CREDIT REQUIREMENT FROM BOLYARD LUMBER WILL BE:

**ARE P.O.'S REQUIRED:** YES  NO  **ARE JOB NAMES REQUIRED:** YES  NO

### NAMES OF PEOPLE AUTHORIZED TO USE YOUR ACCOUNT:

1.	3.
2.	4.

### TERMS OF PAYMENT AND PERSONAL GUARANTY:

I/WE ACKNOWLEDGE THAT THE PURCHASE PRICE IS DUE AND PAYABLE ON THE TENTH (10<sup>TH</sup>) OF THE FOLLOWING MONTH. IF NOT TIMELY PAID, THE ACCOUNT SHALL BE PAST DUE AND A FINANCE CHARGE OF 1.5% PER MONTH SHALL BE ADDED (EFFECTIVE ANNUAL RATE OF 18%). I/WE, JOINTLY AND SEVERALLY, PERSONALLY GUARANTY ALL AMOUNTS DUE FROM APPLICANT TO BOLYARD LUMBER AS AN INDUCEMENT FOR THE EXTENSION OF CREDIT TO THE APPLICANT. IF THE SPOUSE IS SIGNING AS A GUARANTOR, SPOUSE DOES SO BECAUSE HE/SHE IS PERSONALLY INTERESTED IN THE SUCCESS OF THE APPLICANT. THIS GUARANTY IS UNCONDITIONAL AND SHALL NOT BE AFFECTED BY ANY DEFENSE OR OFFSET AVAILABLE TO APPLICANT OR GUARANTOR NOR BY BOLYARD LUMBER'S FAILURE TO EXERCISE ANY REMEDY AGAINST APPLICANT. I/WE WAIVE NOTICE OR PRESENTMENT. UNDERSTANDING THAT THE RIGHT TO A JURY TRIAL IS A CONSTITUTIONAL ONE THAT CAN BE WAIVED, I/WE WAIVE THE RIGHT TO A JURY TRIAL. BOLYARD LUMBER SHALL BE ENTITLED TO RECOVER ITS COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES.

**THE UNDERSIGNED APPLICANTS/GUARANTORS KNOWINGLY AND VOLUNTARILY AGREE TO THE FOREGOING TERMS AND THOSE ON THE REVERSE HEREOF. (IF MARRIED, HUSBAND AND WIFE MUST SIGN.)**

\_\_\_\_\_  
Signature - Sign page 1 & 2

\_\_\_\_\_  
Printed Name

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BOLYARD LUMBER

3770 ROCHESTER ROAD · ROCHESTER HILLS, MI 48307 · 248-852-8004 – PHONE 248-852-4730 - FAX

## TERMS AND CONDITIONS OF SALE

1. This is an offer to sell or a contract of sale, as the case may be, but only on the terms and conditions set forth herein. All contrary or additional terms and conditions are specifically rejected unless approved in writing by an authorized officer of the Seller. Any purchase order or request for delivery of materials by Seller constitutes acceptance of these terms and conditions.
2. All quotations of Seller are subject to change without notice unless otherwise expressly stated on the quotation. All price lists of Seller are subject to change without notice.
3. All prices of Seller are subject to applicable state, local and federal laws, taxes of all kinds and character and governmental rules and regulations. All prices quoted are exclusive of applicable taxes and will be in addition thereto and shall be paid by Buyer.
4. Buyer authorizes purchases and deliveries to be made without signature. All materials when delivered shall become the sole responsibility of the Buyer thereafter and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Buyer's vehicle. Buyer is responsible for all purchases made by its employees, officers, or agents even if made without authority of Buyer.
5. Buyer acknowledges that on occasion driveways, walkways, and parking lots may crack as a result of truck/equipment use during delivery. Buyer agrees that O.L. Bolyard Lumber Company ("Bolyard") shall not be liable for such damage to driveways, walkways, and parking lots. Bolyard cannot take responsibility for any damage caused by our personnel/truck/equipment during the delivery, and Buyer releases Bolyard from any claims pertaining to such damages. In addition, Bolyard shall not be responsible for any damages resulting from adverse and/or extreme weather conditions that may cause movement or shifting of the delivered materials. These conditions include, but are not limited to winds, rainfall, hail, snow, and freezing temperatures. Buyer releases Bolyard from any claims pertaining to such damages during and after the delivery.
6. Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. All returns for credit must be accompanied by a purchase receipt. ALL MATERIALS RETURNED ARE SUBJECT TO A 20% RESTOCKING CHARGE WHEN BUYER RETURNS TO SELLER'S WAREHOUSE AND A 25% RESTOCKING CHARGE PLUS MINIMUM ORDER CHARGE WHEN SELLER PICKS UP MATERIAL FROM BUYER'S WAREHOUSE OR JOBSITE. NO REFUNDS ACCEPTED AFTER 30 DAYS, AND THERE ARE NO RETURNS ON SPECIAL ORDER MERCHANDISE.
7. All accounts are due and payable by the 10th of the month following date of invoice. A time-price differential service charge of 1½% per month will be assessed on delinquent balances. These payment terms must be adhered to by Buyer irrespective of Buyer's payment terms with its Customer, and Buyer shall not assert as a defense to Seller's claims for payment that Buyer has not yet received payment in full or in part from its Customer.
8. If at any time, in the opinion of Seller, Buyer's credit becomes impaired, the Seller shall have the right to cancel orders, discontinue shipments, require payments in advance and/or other satisfactory security to guarantee that invoices will be paid promptly when due. Seller shall have the right to consider this contract breached and to stop deliveries and to be entitled to damages if Buyer shall become in default in the payment of any sum due. Buyer agrees to pay all costs, including reasonable attorney's fees, arising from collection of past due accounts.
9. Buyer hereby authorizes Seller to apply any payments made by or on behalf of Buyer to Seller to any account or accounts then outstanding between Buyer and Seller.
10. In the event that the Buyer's account becomes delinquent and an attorney is retained to file suit to collect the balance due and owing to Seller, the Buyer shall be responsible for Seller's actual costs and attorney fees incurred in attempting to collect amounts due Seller. For all claims for payment made by Buyer for amounts less than \$25,000.00, the parties hereby agree that the appropriate Court for litigating such claim(s) and all matters relating thereto shall be the 52-3 Judicial District Court located in Rochester, Michigan.
11. Seller shall not be responsible, nor shall allowances be made for any delay or failure to make any shipment hereunder due to act of God, fire, strike, lockout, or other labor dispute, contingencies of manufacturer, embargoes, regulations of government, delays in transit, and affecting its ability to procure, process or deliver materials.
12. Notice of any defect in materials/quantity or nonconformity shall be deemed waived, unless made to Seller in writing within three (3) days of Buyer's receipt of the materials or else such claim shall be deemed waived. Seller's sole liability to Buyer under this contract or any other theory of law shall be limited to replacement of defective materials or refund of the purchase price. Seller shall have the right to inspect and to satisfy itself as to the validity of all such claims. Seller shall not be responsible for any defects that may be caused either by faulty materials which are manufactured or produced by others or by faulty construction on the part of Buyer or others. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, SELLER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES AND BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITY, EXPENSES, AND DAMAGES ARISING OUT OF CLAIMS MADE BY BUYER OR BUYER'S CUSTOMERS OR END USERS FOR SUCH DAMAGES.

\_\_\_\_\_  
Signature - Sign page 1 & 2

\_\_\_\_\_  
Company Name and or Printed Name

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