



Westmont Interior Supply House

- Westmont, IL
- Peoria, IL
- Bettendorf, IA

- Contractors Acoustical Supply, Joliet, IL
- Midwest Acoustical Supply, Des Moines, IA
- NAI, Southfield, MI
- Lightweight Stone Concepts, Atlanta, GA

Circle Supply of:

- Atlanta, GA
- Charlotte, NC
- Raleigh, NC
- Duncan, SC
- Hilton Head, SC

Credit Application

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COMPANY INFORMATION

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Type of Business General Contractor Subcontractor Church/School Government Other

Date Business Started _____

Company Type Corporation Partnership Proprietorship LLC

FEIN # _____ Bldrs. License # _____

Are Purchase Orders Required? Yes No

Are Purchases Tax Exempt? Yes No (If "yes", fill out state resale form attached)

Accounts Payable: Contact _____ Phone _____

PRINCIPALS / OWNERS

Name _____ Title _____

Home Address _____

City _____ State _____ Zip _____

SS# _____ DL# _____ Date of Birth _____

Home Phone _____ Cell Phone _____

Name _____ Title _____

Home Address _____

City _____ State _____ Zip _____

SS# _____ DL# _____ Date of Birth _____

Home Phone _____ Cell Phone _____

Name _____ Title _____

Home Address _____

City _____ State _____ Zip _____

SS# _____ DL# _____ Date of Birth _____

Home Phone _____ Cell Phone _____

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CREDIT REFERENCES / SUPPLIERS

Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact _____

Account # _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact _____

Account # _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact _____

Account # _____

Bank _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contact _____

Account # _____

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TERMS AND CONDITIONS

1. **Terms and Acceptance.** In consideration for the extension of credit to Buyer, Buyer agrees that all purchases made by Buyer are made solely on Seller's terms and conditions stated herein and may not be deleted or modified in any respect without express written consent of Seller's authorized officers, referring specifically to these terms and conditions. Any purchase order from buyer is accepted only on the condition that the Buyer expressly assents to the terms and conditions contained herein. Buyer's acceptance of goods and failure to give prompt written notice of specific objection to the terms and conditions herein shall constitute assent to the terms and conditions contained herein.
2. **Quotations and Price Lists.** Unless otherwise stated in writing, all quotations and price lists are subject to change without notice, and do not include taxes, freight or handling charges. All quotations automatically expire 30 days after date issued unless (1) a later date is specified in writing or (2) an earlier termination date is made by written notice. Any estimates or take-offs by Seller are estimates only and do not warrant either type or quantity of materials necessary for Buyer's needs.
3. **Credit Terms.** All invoices are due for payment 30 days after the invoice date. Any invoice not paid by the 30th day after invoice date will be charged a time-price differential (finance charge) of 1.5% per month (18% per annum), or the maximum rate allowed by law for sales of goods on credit, whichever is less, until payment is received. All orders are accepted subject to approval of Buyer's credit. If at any time, Buyer is in default, or in the sole discretion of Seller, financial responsibility of Buyer becomes impaired or unsatisfactory, Seller can immediately suspend performance and demand acceptable security or payment in advance, at Seller's option, prior to continuation of performance.
4. **WARRANTIES/LIMITATION OF DAMAGES/EXCLUSIVE REMEDY.** SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PARTICULAR USE OR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS SOLD BY SELLER OR FOR ANY DELAYS IN DELIVERY OF GOODS. IN LIEU OF ANY WARRANTIES BY SELLER, AND PROVIDED BUYER IS NOT IN DEFAULT, SELLER WILL ASSIGN TO BUYER ANY WARRANTIES TO WHICH SELLER MAY BE ENTITLED AGAINST THE MANUFACTURER OR DISTRIBUTOR OF THE GOODS. IN THE EVENT OF ANY LIABILITY NOT OTHERWISE DISCLAIMED, BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE, AT SELLER'S OPTION, (A) REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, OR (B) REFUND OF THE PURCHASE PRICE FOR PROPERLY RETURNED GOODS. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR DELAY, BACKCHARGES, LABOR COSTS, LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE. IN NO EVENT MAY SELLER BE REQUIRED TO PAY ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS WHICH GIVE RISE TO THE CLAIM FOR DAMAGES.
5. **Risk of Loss.** The risk of loss of the goods shall pass to Buyer upon delivery to Buyer at its place of business or at the place designated for pickup or delivery in any order placed by Buyer and if no such address appears, then the risk of loss shall pass to Buyer as soon as the goods are ready for delivery and without regard to any notice thereof. Seller is authorized to deliver goods to the place designated although no representatives of Buyer may be present or no receipt for delivery is obtained.
6. **Shortages/Billing Corrections.** All claims for shortages or improper delivery must be made in writing within three (3) days of delivery. All claims, adjustments, or corrections of billing, must be made in writing within sixty (60) days of receipt of invoice. Failure to timely notify Seller in writing constitutes waiver and acceptance of delivery and/or invoice by Buyer.
7. **Returns/Chargebacks.** All returned goods by Buyer must be accompanied by the Buyer's copy of the original sales ticket. No returns are allowed on special order goods. No goods will be accepted for return unless they are in unused condition and in original packaging; open or partial cartons of goods will not be accepted for return. A restocking of *at least* 15% will be charged on all returned goods. Seller will not be liable for any charge-backs, for any reason, without Seller's prior written consent.
8. **Taxes.** Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the goods sold hereunder.
9. **Buyer's Default.** If Buyer should default in the performance of any obligation hereunder, then in addition to any other damages, Buyer shall reimburse Seller, upon demand, reasonable attorneys' fees, expenses and administrative costs incurred by Seller in collection of all amounts owed by Buyer to Seller, whether by litigation or otherwise. Buyer agrees that exclusive jurisdiction and venue for any lawsuit shall be, at Seller's sole option, either in the county/federal district where Seller's principal place of business is located or the county/federal district where any of the unpaid materials were delivered. Buyer agrees that it will be in default if any successor or affiliate of Buyer under common ownership or control defaults on any obligation to Seller or any successor or affiliate of Seller under common ownership or control.
10. **Application of Payments.** 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.
11. **Construction Lien Act Notification.** Residential Builders, Residential Maintenance and Alteration Contractors, Electricians and Plumbers are required to be licensed under the laws of the State of Michigan. Seller is not required to be licensed.

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AUTHORIZATION

By signing below, I represent that the above information is true and correct; that I am authorized by the credit applicant to make this credit application; agree that all transactions will be governed by the terms in this credit application, including all Terms and Conditions listed on page 4, until modified by written agreement specifically referring to this credit application and that you are authorized to verify, exchange and obtain information about the credit applicant and any guarantor, including reports from credit reporting agencies, at any time.

Signature

Name

Date

PERSONAL GUARANTEE

In consideration of the extension of credit by the above named company, and any successors or affiliates under common ownership or control ("Seller") to the credit applicant and any successors or affiliates under common ownership or control ("Customer"), the undersigned ("Guarantor") hereby personally, unconditionally and absolutely guarantees payment of whatever amount the Customer shall at any time owe to Seller, regardless when the debt was or is incurred and whether the indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Seller until receipt by the president of Seller of an express written notice of revocation from Guarantor. Revocation shall not affect any liability existing prior to the effective date of revocation. Guarantor further agrees to pay all expenses, including Seller's administrative costs, court costs and reasonable attorneys' fees incurred by Seller in collection of any or all amounts owed by Customer or Guarantor. Guarantor waives notice of, and consents to, any forbearance, extensions, changes of terms, releases of liens or other security, acceptance of this guaranty, presentment, demand, protest, default, or nonpayment. If more than one signs below, any liability shall be joint and several. Payment from the Guarantor shall be due upon demand.

Signature

Name

Date

PLEASE TURN TO PAGE 4 OF 4 FOR TERMS AND CONDITIONS