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CREDIT APPLICATION FOR A BUSINESS ACCOUNT

PERSONAL CONTACT INFORMATION

Name: _____ Social Security: _____
Address: _____ City: _____ State: _____ Zip: _____
Tel: _____ Cell: _____ Email: _____

BUSINESS CONTACT INFORMATION

Company Name: _____ Tax ID #: _____
Company Address: _____ City: _____ State: _____ Zip: _____
Tel: _____ Fax: _____ Email: _____

circle one Sole Proprietorship * Partnership * Corporation * Other

BUSINESS AND CREDIT INFORMATION

Primary Business Address: _____
City: _____ State: _____ Zip: _____
How long at current address? _____
Tel: _____ Fax: _____ Email: _____
Bank Name: _____ Tel: _____
Bank Address: _____
City _____ State: _____ Zip: _____
circle one Type of account Saving Checking Other
Account Number

BUSINESS / TRADE REFERENCES

Company Name: _____ Contact Person: _____ Tel: _____
Address: _____ City: _____ State: _____ Zip: _____
Company Name: _____ Contact Person: _____ Tel: _____
Address: _____ City: _____ State: _____ Zip: _____
Company Name: _____ Contact Person: _____ Tel: _____
Address: _____ City: _____ State: _____ Zip: _____

MENSCH MILL & LUMBER STANDARD TERMS AND CONDITIONS

- 1. Applicability and Acceptance:** The Terms and Conditions set forth herein shall exclusively govern the sale of goods by Mensch Mill & Lumber ("Mensch") to Customer. Acceptance of this offer or of the goods furnished pursuant to this order is expressly limited to the Terms and Conditions contained herein. All contracts or sales orders for Mensch's products are accepted, and all shipments of goods are made. On the express understanding that the Terms and Conditions set forth herein shall be applicable thereto, and shall supersede any provision on Customer's purchase order or other documents accepted by Mensch which are at variance with or in addition to these Terms and Conditions. No charges or additions to these Terms and Conditions shall be binding upon Mensch unless expressly agreed to in writing, executed by an authorized officer of Mensch.
- 2. Payment Terms:** Custom or Special orders are subject to payment of a 50% deposit upon placement of order. Balance shall be due in full when material is ready for pick-up, unless otherwise agreed to be Mensch. Overdue payments shall bear interest at the rate of 1 ½ per month.
- 3. Non Conforming Goods:** Customer shall inspect the goods for non-conformity promptly upon receipt. Within 10 days after delivery to or receipt by Customer of any shipment and prior to installation, Customer shall inform Mensch, in writing, if the goods are found defective or non-conforming in any respect. Failure to so inform Mensch or any use of the goods by Customer shall constitute conclusive evidence that Customer accepts the goods, and Customer waives any right to reject or revoke acceptance after such time such goods. All material must be inspected for color and defects prior to installation.
- 4. Special Orders:** All Customer or Special order material must be picked up within ten (10) days after notification by telephone that the material is ready for pick-up. Any custom or special order material not picked up by Customer within ten (10) days shall be subject to storage fees of \$25 per day or any part thereof. Special orders are not subject to cancellation after 24 hours after order is placed. Any Custom or Special Order material not picked-up within thirty (30) days after becoming available, will be disposed of at customers expense.
- 5. Refunds:** No refunds or returns shall be made without the written permission of Mensch, and all returned goods will be subject to a 50% restocking charge, as well as any freight charges applicable to return material to manufacturer and in any event, no returned can be made after installation.
- 6. Disclaimer of Warranty:** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS ON THE FACE HEREOF, AND MENSCH MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY OR AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT THAT THE PRODUCTS SOLD HEREUNDER SHALL CONFORM TO MENSCH'S STANDARD SPECIFICATION FOR SUCH PRODUCT.
- 7. Limitation of Claims:** Mensch shall not be liable for an amount greater than the purchase price of the products in respect of which damages are claimed. In addition, Mensch shall have no liability whatsoever for special, indirect, incidental or consequential damages (including but not limited to, damages for injuries to persons or to property). Failure by Customer to give Mensch written notice of a claim with respect to the products within 30 days from the date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Customer of all claims in respect of such products. Any action for breach of this contract (other than for non-payment of the purchase price) must be commenced within one year after the cause of action has occurred.
- 8. Entire Understanding:** These Terms and Conditions shall supersede all prior written or oral proposals; course of dealing, statements and agreements relating to the matters covered hereby cannot be modified or terminated, except by a writing signed by both parties.
- 9. Buyer Solvent:** Customer represents that, at the time of signing and accepting this order. Customer is not insolvent and can pay its debts as they mature and that there has been no material adverse changes with respect to Customer's financial condition since the time that Buyer has provided financial information in its credit application.
- 10. Severability:** If any of these Terms and Conditions or any parties thereof are found to be illegal or unconscionable by a court of competent jurisdiction, the remaining Terms and Conditions and portions thereof will remain in full force and effect.
- 11. Attorney's Fees:** In any suit or action arising out of or in connection with this agreement, the prevailing party shall be a warranted reasonable attorney's fees and costs.
- 12. Force Majeure:** Neither Mensch nor Customer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- 13. Law Governing Disputes:** These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of New York. Any action or proceeding brought by either party against the other arising out of or related to these Terms and Conditions shall be brought in a New York State court of competent jurisdiction, in and for the Country of New York and customer hereby submits to the *in personam* jurisdiction of the courts of New York for all purposes arising out of or related to these Terms and Conditions or the transactions contemplated herein.

Print Name: _____

Date: _____

Signature: _____