

ACCOUNT APPLICATION

ACCOUNT OPTIONS (select one):

CASH ACCOUNT: I wish to open a Cash Account subject to the Account Sale – Terms and Conditions of Sale.

CREDIT ACCOUNT: I wish to open a Credit Account subject to the Account Sale – Terms and Conditions of Sale.

NAME:

STREET ADDRESS:

CITY, STATE ZIP:

PHONE NO.:

FAX NO.:

E-MAIL FOR STATEMENT AND INVOICE DELIVERY: _____

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

LIMITED LIABILITY

SOLE

PARTNERSHIP

COMPANY

PROPRIETORSHIP

DESCRIPTION OF

HOW LONG IN

OPERATION:

BUSINESS:

____ YEARS

____ MONTHS

OWNERS, MEMBERS OR GENERAL PARTNERS:

NAME

TITLE

ADDRESS

1. _____

2. _____

ATTACH ADDITIONAL OWNER, MEMBER OR GENERAL PARTNER INFORMATION

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. _____

TRADE REFERENCES (CREDIT ACCOUNT ONLY):

NAME

PHONE

EMAIL

FAX

1. _____

2. _____

3. _____

4. _____

APPROXIMATE AMOUNT OF MONTHLY CREDIT REQUESTED: \$ _____

TERMS OF PAYMENT AND PERSONAL GUARANTY FOR CREDIT ACCOUNT:

THE UNDERSIGNED APPLICANT ("APPLICANT") ACKNOWLEDGES THAT THE PURCHASE PRICE IS DUE AND PAYABLE BY THE 10TH OF THE MONTH FOLLOWING THE DATE OF INVOICE. IF NOT TIMELY PAID, THE ACCOUNT IS PAST DUE AND A FINANCE CHARGE OF 1.5% PER MONTH IS ADDED (EFFECTIVE ANNUAL RATE OF 18%). I/WE, JOINTLY AND SEVERALLY, PERSONALLY GUARANTY ALL AMOUNTS DUE FROM APPLICANT TO SELLER AS AN INDUCEMENT FOR THE EXTENSION OF CREDIT TO APPLICANT. IF THE SPOUSE IS SIGNING AS A GUARANTOR, THE SPOUSE DOES SO BECAUSE THE SPOUSE IS PERSONALLY INTERESTED IN THE SUCCESS OF THE APPLICANT. THIS GUARANTY IS UNCONDITIONAL AND WILL NOT BE AFFECTED BY ANY DEFENSE OR OFFSET AVAILABLE TO APPLICANT NOR BY SELLER'S FAILURE TO EXERCISE ANY REMEDY AGAINST APPLICANT. APPLICANT WAIVES NOTICE AND PRESENTMENT. UNDERSTANDING THAT THE RIGHT TO A JURY TRIAL IS A CONSTITUTIONAL ONE THAT MAY BE WAIVED, APPLICANT WAIVES THE RIGHT TO A JURY TRIAL. SELLER IS ENTITLED TO RECOVER ITS COSTS AND EXPENSES FROM APPLICANT, INCLUDING REASONABLE ATTORNEY FEES, WHICH SELLER MAY PAY OR INCUR IN ENFORCING ANY TERM OR PROVISION UNDER THIS AGREEMENT.

Signature

Printed Name

Spouse's Signature (if Applicant is individual applying for credit account)

Printed Name

Date

Management Approval

Company Name and Title

ACCOUNT SALE - TERMS AND CONDITIONS OF SALE

1. This is an offer to sell or a contract of sale, as the case may be, on the terms and conditions as set forth herein. All contrary or additional terms and conditions are specifically rejected unless approved in writing by an authorized officer of Bolyard Lumber ("Seller"). Any purchase order or request for delivery of materials by Buyer constitutes acceptance of the terms and conditions herein.
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. Prices quoted may be exclusive of applicable taxes and Buyer will pay such applicable taxes.
4. Buyer authorizes purchases and deliveries to be made without signature. All materials, when delivered, will become the sole responsibility of Buyer thereafter and all risk of loss is transferred to Buyer upon delivery. Seller is not liable and has 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 trucks and/or equipment use during delivery. Buyer agrees that Seller is not liable for such damage to driveways, walkways, and parking lots. Seller is not responsible for any damage caused by its personnel/truck/equipment during the delivery, and Buyer releases Seller from any claims pertaining to such damages. In addition, Seller is not 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 Seller from any claims pertaining to such damages during and after the delivery.
6. No materials may be returned for refund or credit without Seller's prior authorization. All authorized returns must be accompanied by a purchase receipt. ALL MATERIALS RETURNED ARE SUBJECT TO A (A) 20% RESTOCKING CHARGE WHEN BUYER DELIVERS THE MATERIAL TO SELLER'S WAREHOUSE; OR (B) 25% RESTOCKING CHARGE PLUS MINIMUM ORDER CHARGE WHEN SELLER PICKS UP MATERIAL FROM BUYER'S WAREHOUSE OR JOBSITE. NO RETURNS ARE AUTHORIZED AFTER THIRTY (30) DAYS AND NO RETURNS ARE AUTHORIZED ON SPECIAL ORDER MERCHANDISE.
7. **CASH ACCOUNT:** The cash account balance is due and payable prior to or at the time of delivery of materials. THE CASH ACCOUNT CONVERTS TO A CREDIT ACCOUNT IF BUYER'S ACCOUNT HAS A BALANCE DUE AFTER DELIVERY OF MATERIALS AND IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN.
8. **CREDIT ACCOUNT:** The credit account balance is due and payable by the 10th of the month following the date of invoice. These payment terms must be adhered to by Buyer irrespective of Buyer's payment terms with its Customer, and Buyer may not assert as a defense to Seller's right to or claims for payment that Buyer has not yet received payment in full or in part from its Customer. If not timely paid, the account is past due and a finance charge of 1.5% per month is added (effective annual rate of 18%) to the balance. I/we, jointly and severally, personally guaranty all amounts due from Buyer to Seller as an inducement for the extension of credit to Buyer. If the spouse is signing as a guarantor, the spouse does so because the spouse is personally interested in the success of the Buyer. This guaranty is unconditional and will not be affected by any defense or offset available to Buyer, nor by Seller's failure to exercise any remedy against Buyer. Buyer waives notice and presentment. Understanding that the right to a jury trial is a constitutional one that may be waived, Buyer waives the right to a jury trial. Seller is entitled to recover its costs and expenses from Buyer, including reasonable attorneys' fees, which Seller may pay or incur in enforcing any term or provision under this Agreement.
9. If at any time, in the opinion of Seller, Buyer's credit becomes impaired, Seller has 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 has the right to consider this contract breached and to stop deliveries and to be entitled to damages if Buyer is 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.
10. 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. In the event Buyer's account becomes delinquent and Seller engages an attorney to file suit to collect the balance due and owing to Seller, Buyer is responsible for Seller's actual costs and attorney fees incurred in attempting to collect amounts due to Seller. All claims for payment made by Buyer will be litigated in the appropriate district or circuit court in Oakland County, Michigan. Buyer expressly consents and agrees to submit to personal jurisdiction and venue of the district or circuit court located in Oakland County, Michigan, and Buyer waives any objection to the exercise of personal jurisdiction by said courts. Notwithstanding the foregoing, for all claims for payment from 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.
12. Seller is not responsible and will not make allowances for any delay or failure to procure, process or deliver materials due to act of God, fire, strike, lockout, or other labor dispute, contingencies of manufacturer, embargoes, regulations of government, or delays in transit.
13. Notice of any defect in materials/quantity or nonconformity is deemed waived unless made to Seller in writing within three (3) days of Buyer's receipt of the materials. Buyer's sole remedy under this Agreement is limited to replacement of defective materials or refund of the purchase price. Seller has the right to inspect and satisfy itself as to the validity of all such claims. Seller is not 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 IS SELLER 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

Printed Name

Spouse's Signature (if Applicant is individual applying for credit account)

Printed Name

Date

Company Name and Title