What Dream Homes Are Made Of

Interstate + Lakeland Lumber Corp.

Charge Account Application and Credit Agreement

Greenwich ☐ Newtown ☐ Shrub Oak ☐ Stamford ☐ Westport ☐

GENERAL INFORMATION

PRINCIPAL / OWNER

Name: _____

Home Address: _____

City/State/Zip _____

Home Phone: _____

Fax: _____

Cell Phone: _____

Email: _____

JOINT/OWNER *(if applicable)*

Name: _____

Home Address: _____

City/State/Zip _____

Home Phone: _____

Cell Phone: _____

Email: _____

CREDIT/FINANCING INFORMATION

For all new construction, we need a copy of the deed to the land the structure is being built upon and a copy of the bank commitment or other source of financing for the project.

APPLICANT INFORMATION

Requested Credit Line:$ _____ /per month

Do you own your home: Yes ☐ No ☐

If jointly owned, with whom: _____

Address: _____

City/State/Zip: _____

Have you declared Bankruptcy within the last 14 years: Yes ☐ No ☐

Judgements entered against you in the last 7 years: Yes ☐ No ☐

SALES/ORDER INFORMATION

Taxable: Yes ☐ No ☐ *(If No, please attach exemption Certificate)*

Tax Exempt ID: _____

Are Purchase Orders Required: Yes ☐ No ☐

PROJECT/SHIPPING ADDRESS

Address: _____

Address: _____

City/State/Zip _____

Phone: _____

Bank Financing Project # : _____

Amount of Loan: _____

Account #: _____

Loan Officer: _____

AUTHORIZED TO CHARGE

I authorize the following individuals (please include principals) to charge against this account or job accounts. !/we will notify Interstate + Lakeland Lumber Corp. either in writing or via fax of any changes to this list. I will be held responsible for all charges made by, but not limited to, these individuals unless notification is received otherwise.

Print Name(s)	Email

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TERMS OF SALE

In consideration of the extension of credit by Interstate + Lakeland Lumber Corp., (herein referred to as "the Company"), the applicant agrees:

a) For Connecticut customers/property owners: Applicant hereby agrees that in an action upon a commercial transaction the right to notice and a hearing under Section 52-278a to 52-278g, inclusive, of the Connecticut General Statutes ("CGS"), regarding any prejudgment remedy is hereby waived pursuant to CGS Section 52-278f.

b) INCORPORATION OF TERMS: The terms and conditions of sale as they appear on the face of the credit application and/or invoices are by this reference incorporated into and made part of this Agreement.

c) PAYMENT: The invoice total, including taxes is due upon delivery of statements. If accounts are not paid within the terms stated the Seller reserves the right to no longer extend credit.

- c1) To pay the account in full by Net 30 days from the statement date.
- c2) To pay service charge for late payment, computed at an annual percentage rate of 18%.
- c3) To pay all reasonable charges for collection, including attorney's fee if the account is placed for collection of in the event of default.
- c4) To be responsible for payment of any charges made by apparent of actual agent of employee of the applicant, whether by oral instructions or in writing, unless the Company receives written notification of lack of authority of such agent of employee at least 7 days prior to such charges. Any such charges not disputed in writing by the applicant shall be deemed uncontestable thereafter.

d) WARRANTIES: SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY OR AS TO FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE. If the merchandise delivered is found to be defective as to materials or workmanship, Seller shall have the option of repairing, replacing or refunding its cost (and the tax amount), but in no case shall Seller be liable for any sums other than the invoice amount. There is no warranty that "estimates" of either cost or materials specified will be exact.

e) CLAIMS: Any claims for shortage, defect, non-conformity of goods, error in shipment, of for any other cause, shall be deemed WAIVED AND RELEASED by Buyer unless made in writing within ten days after delivery of the merchandise. "Delivery" is defined below.

f) DELIVERY: Title to the materials shall pass from the Seller to the Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at the Buyer's risk, and claims for loss or damages must be filed by the Buyer against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If upon delivery at job site, there is no present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on this invoice document, there the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefor, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously in writing instructed the Seller not to deposit material at the designated delivery are without obtaining a singed delivery receipt from an authorized employee of the Buyer.

g) BUYER'S REMEDY: Seller's liability to Buyer for any damages resulting from the purchase of use of goods sold under this Agreement shall be limited to repair or replacement of the goods sold. Seller shall not be liable for any incidental or consequential damages including without limitation damages due from lost profits, property damage, or personal injury to the extent permitted by law.

h) RETURNED MERCHANDISE: All merchandise returned to Seller for any reason (inability to deliver, unwanted, etc.) shall be accompanied by the original sales ticket and there shall be a re-stocking charge paid by Buyer of 20% of the cost (exclusive of tax) of the merchandise so returned. Special orders and assembled units are not returnable. Only stock items, in original units or full packages will be accepted for credit or exchange when returned in good condition. No returns accepted for damages after material leaves yard.

i) 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 merchandise sold hereunder.

j) I have read and accept the above terms and attest that all responses accurate and given for the express purpose of obtaining credit for Interstate + Lakeland Lumber Corp.

k) MISCELLANEOUS PROVISIONS:

- a. Unpaid merchandise which remains in the delivery state can be repossessed after 60 days of non-payment. Merchandise not repossessed shall be considered consumer goods (CGS-42a-9-302/NY UCC9-302).
- b. Upon demand (after at least 60 days of non-payment), Buyer will assemble all unused merchandise at Seller's sole election for repossession by the Seller(CGS-42a-9-302/NY UCC9-503).
- c. Merchandise repossessed by the Seller shall be considered equal in value to the invoiced amount.
- d. This agreement is governed by the law of the state in which the Seller's store which supplied the goods is located.

l) MOULDING ORDERS: Final Order Total Amount Due will vary due to length availability at time of placing the order.

m) Special Orders: As written in section (h), special orders are not returnable. The buyer understands that the seller is ordering special items based upon the specifications provided by the buyer and the approval of the buyer. All specifications were reviewed with the buyer and the buyer understands the materials being ordered. Once ordered the materials are non-refundable, no exceptions.

Applicant: _____

Printed Name

_____ _____

Date Signature

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PERSONAL GUARANTY

The undersigned hereby jointly and severally does hereby guarantee prompt payment in full, of all monies due Interstate + Lakeland Lumber Corp. including cost of collection and reasonable attorney's fees. This is a continuing guaranty, unconditional, unlimited in time and scope, and without right of set-off or counter claim. This guaranty is hereby given for the expresspurpose of obtaining credit from Interstate + Lakeland Lumber Corp., which grants credit in reliance thereon.

Principal/Owner:

_____
Legal Signature

_____
Printed Name

SS#: _____

Home Address: _____

City/State/Zip: _____

Witness: _____

Date: _____

Joint/Owner:

_____
Legal Signature

_____
Printed Name

SS#: _____

Home Address: _____

City/State/Zip: _____

Witness: _____

Date: _____

If your home is owned jointly with another party they must also sign in the second location - Interstate + Lakeland Lumber Corp. will not accept account application is this part is not completed. For companies doing land development and special housing please have more than one company member sign the Personal Guaranty.

OFFICE USE ONLY

Assigned Customer Code: _____

PL: _____

RF: _____

Assigned Salesperson: _____

Job Code: _____

CL: _____

DT: _____

FC: _____

Owner's Name: _____

Record of Ownership: _____

Section: _____ Lot: _____ Block: _____

Authorized to Charge: Name(s): ☐ Email(s): ☐

Bank Reference Checked: ☐

Credit Report Reviewed: ☐ _____

Approved By: _____

Approved Date: _____