

P.O. BOX 1410 WESTERVILLE, OHIO 43086-1410 (614) 890-2050 FAX (614) 890-2637 cellarlumber.com

CREDIT APPLICATION

| | | | 11 | |
|-----------------------|----------------------|-----------------|-----------------|----------------------|
| (Please Print) | | | | |
| (CIRCLE ONE) | □ INDIVIDUAL | SOLE PROPRIETOR | PARTNERSHIP | □ CORPORATION |
| \Box LLC \Box LLP | | | | |
| FULL COMPANY | NAME / OR INDIVIDUA | AL NAME | | FAX NO. |
| | | | | |
| | | | | |
| DOING BUSINESS | AS NAME (IF DIFFERI | ENT) | | |
| | | | | |
| ADDRESS - STREE | ET NO. and STREET NA | ME CITY | STATE | ZIP CODE |
| | | | | |
| | | | | |
| PHONE NO. | FEDERAL I.D. NO | . E-MAIL ADDI | RESS C | CELL PHONE NO. |
| | | | | |
| | | | | |
| HOW LONG IN BU | JSINESS UNDER CURR | ENT NAME? | | |
| | | | | |
| DATE AND STATE | E OF INCORPORATION | OR ORGANIZATION | | |
| | | | | |
| AMOUNT OF MON | NTHLY CREDIT REQUE | ESTED | | |
| | | | DUD CU | |
| AUTHORIZED CH | ARGERS | | PURCH | ASE ORDERS REQUIRED? |
| | | | | \Box YES \Box NO |
| | | | | |
| HAVE YOU EVER | FILED FOR BANKRUP | TCY? IF SO, V | VHEN AND WHERE? | |
| | | | | |

| PRINCIPALS OF COMPANY | | | |
|-----------------------|----------------|-------|----------------|
| 1) NAME | TITLE | SSN | BIRTH DATE |
| HOME ADDRESS | CITY STATE | | ZIP CODE |
| DRIVER'S LICENSE NO. | HOME PHONE NO. | | CELL PHONE NO. |
| 2) NAME | TITLE | SSN | BIRTH DATE |
| HOME ADDRESS | CITY | STATE | ZIP CODE |
| DRIVER'S LICENSE NO. | HOME PHONE NO. | | CELL PHONE NO. |
| 3) NAME | TITLE | SSN | BIRTH DATE |
| HOME ADDRESS | CITY | STATE | ZIP CODE |
| DRIVER'S LICENSE NO. | HOME PHONE NO. | | CELL PHONE NO. |
| DRIVER S LICENSE NO. | HOME PHONE NO. | | CELL PHC |

BANKING INFORMATION

| BANK NAME & BRANCH | ACCOUNT TYPE | ACCOUNT # | BALANCE | |
|--------------------|---------------------------|-----------|---------|--|
| | (SAVINGS, CHECKING, ETC.) | | | |
| 1) | | | \$ | |
| | | | | |
| | | | | |
| 2) | | | \$ | |
| | | | | |
| | | | | |
| 3) | | | \$ | |
| · | | | | |
| | | | | |
| | | | | |

CREDIT REFERENCES

| - | | | | | |
|----|-----------------------------|---------|-----------|---------|---------------|
| | COMPANY NAME AND ADDRESS | CONTACT | PHONE NO. | FAX NO. | EMAIL ADDRESS |
| | ADDRESS | | | | |
| 1) | | | | | |
| | | | | | |
| 2) | | | | | |
| | | | | | |
| 3) | | | | | |
| | | | | | |
| 4) | | | | | |
| | | | | | |
| 5) | | | | | |
| | | | | | |
| | | | | | 1 |

PLEASE ATTACH A COPY OF YOUR LATEST FINANCIAL STATEMENT AND PROFIT & LOSS STATEMENT.

Credit Guarantor(s): Each undersigned Guarantor hereby unconditionally **and absolutely personally guarantees,** jointly and severally, timely full payment and performance of all present and future obligations and liabilities of the business identified on this Application (the "Business") under all agreements with the Creditor concerning any business accounts or other extensions of credit to the Business. It is not necessary for Creditor to exhaust its remedies against the Business before calling upon Guarantor for payment. Guarantor waives all notices and defenses including, but not limited to, Business's lack of authority to enter into this Application, any fraudulent or other unauthorized use of any accounts or other extensions of credit by Creditor to the Business, and all notices of increases in approved credit lines available to Business. Guarantor also waives notice of dishonor, protest and non-payment. Guarantor authorizes Creditor or any credit bureau or other investigative agency used by Creditor to investigate the information on this Application at any time.

Each **Guarantor** further agrees that all amounts on any business account are due in full by the 10th of the month following the month of invoice and that if the amount due is not paid in full, a **LATE PAYMENT CHARGE (SERVICE CHARGE)** of 2% per month (24% percent per annum) will be added to the account until paid in full and to pay all costs of collection, including reasonable attorneys' fees.



- 1. Prices for any estimated items will be honored for seven (7) days after date of the estimate and are based on acceptance of the total order as quoted. Any deviation from the total order may result in a change in unit prices. <u>Unit prices are subject to change without notice if delivery is not required within thirty (30) days of acceptance of this contract.</u>
- 2. The Cellar Lumber Co. assumes no responsibility for the accuracy of take-offs from drawings or blueprints, or that the products listed will be sufficient to complete customer's intended project. On quotations, errors in extensions, omissions and footings are subject to correction.
- 3. A forty-eight (48) hour (two working days) notice is necessary to assure prompt delivery of initial job start loads. The Cellar Lumber Co. reserves the right to ship in full truck load quantities. Less than truck load quantities or additional materials may be subject to additional delivery charges. The Cellar Lumber Co. strives to maintain a goal of providing delivery of stocked items within twenty-four (24) hours (one working day) of order placement. Delays or failure to make deliveries (total or partial) due in whole or in part to fire, windstorm, flood, acts of God, supplier delay and/ or any other causes beyond our control will not constitute a default. The purchaser is responsible for adequate access to delivery location and assumes liability for any damage to property or equipment when trucks are required to leave highways or acceptable streets.
- 4. Shipments shall be inspected upon receipt and if any errors or irregularities exist, they must be reported to us in writing before using the merchandise and within five (5) days of receipt of goods, otherwise no claims or adjustments of any kind will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer. Shortages must be indicated on the "drivers" copy.
- 5. <u>All returned stock items must be in saleable condition to receive credit.</u> Credited funds are applied directly to the charge account of the original shipment. No items shall be returned to us without our consent. No items may be returned or exchanged for credit after sixty (60) days, regardless of condition.
- Special order products (trusses, windows, doors, millwork, etc.) are subject to manufacturers/suppliers cancelation and return policies once the order has been placed. The Cellar Lumber Co. charge account customers will be billed upon receipt of merchandise in the store. We will not be responsible for merchandise left in the store for more than 30 (30) days.

The above terms & conditions constitute the entire agreement, and no other representation, either oral or written will be recognized.

Signature_____Date_____

| (Signature of Guarantor) | (Date) |
|--------------------------|--------|
| (Print Name) | |
| | |
| (Signature of Guarantor) | (Date) |
| (Print Name) | |
| | |
| (Signature of Guarantor) | (Date) |
| (Print Name) | |

Applicant Statement and Signatures: The undersigned

(1) represents and warrants that this signed Application and other supporting information submitted to Creditor are true, correct and accurate and acknowledges that the information contained herein will be used by Creditor in its credit decision;

(2) authorizes Creditor to obtain all information necessary to make a decision concerning this Application, including contacting credit references, confirmation of bank accounts and credit reports, and further authorizes all references, banks, and reporting agencies to furnish such information to Creditor;

(3) agrees that all amounts on any business account are due in full by the 10th of the month following the month of invoice and that if the amount due is not paid in full, a **LATE PAYMENT CHARGE** (**SERVICE CHARGE**) of 2 % per month (24% percent per annum) will be added to the account until paid in full; and

(4) Agrees to pay all costs of collection, including reasonable attorneys' fees.

| Name of Business Applicant | | | |
|----------------------------|--------------|--------|--|
| By: | (Signature) | (Date) | |
| | (Print Name) | | |
| Its: | (Title) | | |