

ITC MILLWORK

APPLICATION FOR CREDIT

ITC Millwork, LLC
PO Box 1618
Indian Trail, NC 28079-1618

Phone: 704-821-1470
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E-mail: info@itcmillwork.com

GENERAL BUSINESS INFORMATION

Legal Business Name: _____
DBA if applicable: _____
Business Street Address: _____
City: _____ State: _____ Zip: _____ County: _____
Business Phone: _____ Fax: _____
Type of Business: _____ Yrs Operating: _____ Federal Tax ID (FEIN) _____
Type of Ownership: Individual Proprietorship Corporation Partnership LLC Desired Credit Amount: _____
Choose one: Owner Partner Officer
Name: _____ E-mail: _____ Title: _____
Choose one: Owner Partner Officer
Name: _____ E-mail: _____ Title: _____

BILLING INFORMATION

Billing Address: _____
City: _____ State: _____ Zip: _____ County: _____
Accounts Payable Contact: _____
Phone: _____ Email: _____
 Exempt from Sales Tax? Yes No If Yes, Provide Tax Exemption # _____
(Must Attach Copy of Certificate)

TRADE REFERENCES

(1) Business Name: _____ Contact Name: _____
Phone: _____ E-mail: _____
Street Address: _____
City: _____ State: _____ Zip: _____ County: _____
(2) Business Name: _____ Contact Name: _____
Phone: _____ E-mail: _____
Street Address: _____
City: _____ State: _____ Zip: _____ County: _____
(3) Business Name: _____ Contact Name: _____
Phone: _____ E-mail: _____
Street Address: _____
City: _____ State: _____ Zip: _____ County: _____

CREDIT REPORT AUTHORIZATION

I, the undersigned, hereby authorize ITC Millwork, LLC to acquire credit and business reference information in relation to this credit application.

Signed: _____ Date: _____

Printed Name: _____

CREDIT TERMS & CONDITIONS

(Please Read Carefully)

PAYMENT TERMS

- Terms are Net 10th. Payment is due on or before the 10th day of the month following the invoice date.
- Any account not paid in full within terms shall bear interest on the unpaid balance at the rate of 1-1/2% monthly, 18% annually.
- We accept most major credit cards. However, a 3% surcharge may apply.
- In the event of default, ITC Millwork, LLC reserves the right to place the account on hold, reduce the credit limit, revoke open account terms and lien a property for non-payment and neglect of agreed upon credit terms.

ESTIMATES / SALES ORDERS / INVOICES

- All proposals are courtesy estimates only and are not guaranteed.
- Prices are set by the competitive market and subject to change without prior notice.
- New customers and those without an available open line of credit are required to pay a 50% deposit before the order is processed. Balance is due prior to the delivery and/or customer pick up.
- All special orders require a 50% deposit to release the order for processing regardless of established account credit terms.
- Footages invoiced may vary +/- 10% based on actual footages shipped due to random length and custom run material.
- Purchase orders are the responsibility of the customer and required before taking material delivery.
- Invoices are sent via email and as agreed upon unless notified of a discrepancy within 5 days of the invoice date.

DELIVERY & ACCEPTANCE OF MATERIALS

- Access to the property is assumed available on confirmed delivery dates. Redelivery charges may apply.
- Purchases and/or deliveries are authorized without signature.
- Customers must immediately notify ITC Millwork, LLC if they discover a problem with the supplied material.
- Risk of damage or loss will pass to the customer at the time of delivery.
- Purchase of materials will indicate the acceptance of the conditions as outlined on any invoice issued at the time of purchase and on subsequent statements.

RETURNS / RESTOCKING FEE / REFUNDS

- ITC Millwork, LLC accepts the return of unused stock, providing it is returned in the same condition it was sold. If the product is cut, dirty, crushed, cracked, water damaged, or additional damage not listed, the product is considered unreturnable, therefore non-refundable.
- A restocking fee of up to 25% may apply.
- Doors, custom trim, special order products, radius work, and flex are non-returnable.

WARRANTY

- Defective products will be handled according to the manufacturer's warranty specifications and do not cover painting, installation, etc.
- Warranty is nontransferable and void due to negligence, including improper installation, storage, care, handling, or finishes not applied by the manufacturer.
- ITC Millwork reserves the right to invoice for replacement goods not covered under the manufacturers' warranty at current market price.

INDEMNIFICATION; LIMITATION OF REMEDIES

Applicant shall indemnify, defend, protect, hold harmless, and release ITC Millwork, LLC, its officers, agents, and employees from and against any and all claims, costs, or expenses, including attorneys' fee and witness fees arising from, or in connection with, or caused by any act, failure to act or negligence of such indemnifying party, to the extent limited in accordance with the laws of the state of North Carolina.

I have fully read, understand and agree to the terms outlined above.

Signed: _____ Date: _____

STIPULATIONS

- Applicants agree to notify ITC Millwork of any ownership changes and further agrees to remain liable for all purchases before such change unless agreed to in writing. If the legal status changes, a new credit application is required.
- It is stipulated and agreed that any legal action brought upon this account shall be brought in the General Court of Justice, Union County, NC. Court shall be the agreed-upon forum for both venue and jurisdiction to hear any disputes concerning this account/or guaranty agreements signed below.
- In the event this account is placed in the hands of an attorney for collection, ITC Millwork, LLC shall be entitled to recover all attorney fees incurred.

I affirm that the statements contained in the application are true and correct. ITC Millwork, LLC intends to rely on the information presented in this application to determine its creditworthiness. I also certify that I have authority to agree to the terms and conditions set forth in this credit agreement and to bind Applicant herein:

Signed: _____ (SEAL)

Printed Name: _____

Title: _____ Date: _____

GUARANTY AGREEMENT

In consideration of the extension of credit offered by ITC Millwork, LLC to the entity named on this account application, I and/or we certify the truthfulness and accuracy of the information within the application. The undersigned, both jointly and severally, guarantee and bind ourselves to the full and prompt payment of all obligations which Guarantor presently or hereafter may have to ITC Millwork, LLC. Guarantor agrees to indemnify ITC Millwork, LLC from any cost they may incur, any failure of Guarantor to perform, including reasonable attorney's fees and all costs and other expenses incurred in collecting any indebtedness debtor guaranteed hereunder or in enforcing this guarantee against Guarantor. This shall be a continuing guaranty of payment and not a guaranty of collection. I and/or we further stipulate and agree to be bound by the credit terms herein above set forth, as fully as if outlined in this guarantee agreement. The undersigned hereby adopts the printed word "SEAL" after our signature and intends that this document shall be a "sealed" instrument.

(Seal/Signature) Guarantor - Payment Guaranteed

(Seal/Signature) Guarantor - Payment Guaranteed

Printed Name: _____

Printed Name: _____

Street Address: _____

Street Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

SSN# _____ Date: _____

SSN# _____ Date: _____

OFFICE USE ONLY

ITCM Sales Rep _____

Approved Y/N: _____ Date: _____ By: _____

Terms: _____ Credit Limit: _____