

Salesperson: \_\_\_\_\_

Location: \_\_\_\_\_



Desired Credit Limit: \_\_\_\_\_

*Invoiced in a 30-day period*

### APPLICATION FOR CREDIT ACCOUNT

Corporate Office: 322 Washington Street, Madison, VA 22727

Phone: (800) 844-9234 | Fax: (540) 948-6321

PO's Required?  Yes  No

Authorized Purchaser List?  Yes  No

Subscribe to email newsletter?  Yes  No

#### 1. Personal Information

Email: \_\_\_\_\_

Name \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Married? (Y/N) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Applicant Employment/Nature of Business \_\_\_\_\_ Years Worked \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_

#### 2. Spouse Information (info and signature required if married)

Spouse's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Sec. # \_\_\_\_\_ Spouse's Employment/Nature of Business \_\_\_\_\_ Years Worked \_\_\_\_\_

#### 3. Business Information

Email: \_\_\_\_\_

Business Name \_\_\_\_\_ Business Phone \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ County \_\_\_\_\_

##### CORPORATION (List Officers Below)

##### PARTNERSHIP (List Partners Below)

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Partner \_\_\_\_\_ Social Security # \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Partner \_\_\_\_\_ Social Security # \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Mailing Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Registered Agent \_\_\_\_\_ Social Security # \_\_\_\_\_

Mailing Address (Registered Agent) \_\_\_\_\_

#### 4. Business Credit References

Credit Reference \_\_\_\_\_ Phone (Required) \_\_\_\_\_ Fax or Email (Required) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Name of Bank \_\_\_\_\_ Person to Contact \_\_\_\_\_ Mailing Address \_\_\_\_\_ Phone Number \_\_\_\_\_

#### ***\*This Application and Guaranty Is Subject to The Terms and Conditions of Sale on Page 2\****

CERTIFICATION: In consideration of credit being extended by Cardinal Home Center, to me/us/it, I and/or we certify the truthfulness and veracity of the information appearing above, and I and/or we guarantee and bind ourselves to the faithful payment of all accounts now owed or to be incurred by me or either of us, or any person, firm or corporation for our benefit. If credit is extended to a Corporation, LLC, Partnership or any entity in which we or either of us or I am an officer, or in which an interest exists I and/or we will personally faithfully guarantee the payment of all credit extended to said Corporation, LLC, Partnership or any entity.

COLLECTION COSTS: In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, I and/or we agree and promise to pay all court costs and 100% attorney's fees.

BILLING: Terms are Net 30 Days. Our regular billing date is the last day of the month with balances due and payable by the last day of the following month. Unpaid balances will be assessed a 2% per month finance charge. 2% PER MONTH IS AN ANNUAL PERCENTAGE RATE OF 24%. A \$25.00 per month LATE CHARGE may be assessed.

(NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. YOU MUST THOROUGHLY READ BOTH SIDES BEFORE SIGNING.)

Applicant/Guarantor (Print) \_\_\_\_\_ Applicant/Buyer (Signature) \_\_\_\_\_ Date \_\_\_\_\_ Applicant/Guarantor (Print) \_\_\_\_\_ Applicant/Buyer (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Email completed applications to [credit@cardinalhomecenter.com](mailto:credit@cardinalhomecenter.com)

## TERMS & CONDITIONS OF SALE

In consideration of credit being extended by Cardinal Home Center ("Seller"), the applicant/buyer named above ("Buyer") and, if applicable, the applicant/guarantor(s) named above (whether one or more, "Guarantor") understands and jointly and severally agrees that the following terms and conditions shall be incorporated into each and every sale of materials by Seller to Buyer:

- 1. DELIVERY AND PURCHASES:** Buyer authorizes purchases or deliveries to be made without signature by Buyer. Buyer is responsible for making the site of delivery accessible to receive deliveries without damaging property. Buyer shall have an agent on the job site to receive all materials. In case of agent's absence, Seller shall have discretion to deliver to the site, and Buyer shall accept all risk of loss or damage. Buyer shall pay all costs caused by its failure to prepare the jobsite for delivery or make an agent available, including re-delivery costs in the event Seller elects not to leave materials without signature by agent. Driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery. All materials shall become the sole responsibility of the Buyer thereafter and Buyer waives all claims and accepts all risk of loss at the time of transfer of possession or delivery, whichever is earlier. Seller shall not be liable for losses or damage caused during loading of materials in or upon Buyer's vehicle, even if Seller assists in loading.
- 2. MATERIALS RETURNED:** Seller shall accept returns for credit at its discretion upon proof of purchase. Special ordered, non-stock materials may not be returned, unless approved for credit from vendor.
- 3. MECHANICS' LIEN:** Buyer shall promptly furnish Seller with legal descriptions and all other information reasonably requested by Seller to perfect a Mechanics' Lien and/or a copy of building permit, within 10 days of obtaining permit.
- 4. INDEMNIFICATION:** Buyer and Guarantor jointly and severally agree to indemnify, defend and hold-harmless Seller from any and all claims, losses, damages, and/or liability arising out of the purchase or use of any material sold to Buyer by Seller.
- 5. PAYMENT:** Buyer and Guarantor agree, without offset, to pay Seller all sums, which have been incurred or may hereafter become due, and payable by virtue of Seller's extension of credit to the Buyer or anyone on Buyer's behalf. It is agreed that all invoices and delivery tickets, whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to Seller within five (5) days of its date. Terms are Net 30 Days. Our regular billing date is the last day of the month with balances due and payable by the last day of the following month. Unpaid balances will be assessed a **2% per month finance charge. 2% PER MONTH IS AN ANNUAL PERCENTAGE RATE OF 24%. A \$25.00 per month LATE CHARGE may be assessed. In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, I and/or we agree and promise to pay all court costs and 100% attorney's fees.**
- 6. GUARANTY:** If there is more than one Guarantor, then their obligations are joint and several. Guarantor agrees that this guaranty is an absolute and continuing one, is a guarantee and payment and not of collections, and no notice of the indebtedness or any extension of credit already or hereafter contracted by or extended need be given. The terms may be rearranged, extended and/or revised without notice to guarantor. Neither bankruptcy nor any other similar proceeding of Buyer shall impair or affect my obligation under this guaranty.
- 7. BREACH/INSECURITY:** Seller may stop the supply of any materials when in its sole discretion it determines that Buyer or Guarantor is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Buyer or Guarantor's creditworthiness.
- 8. WAIVER OF IMPLIED WARRANTY:** Seller hereby expressly disclaims and Buyer hereby expressly waives any and all implied warranties, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. There are no warranties which extend beyond the description hereof. Buyer's sole remedy shall be under any express warranties provided by the respective material manufacturer. Buyer shall be bound by the terms of such warranties, and shall follow all manufacturer's recommendations and instructions, including but not limited to those relating to storage, site conditions, handling, installation, sequencing, treatment, finishing, and weatherproofing.
- 9. NO WAIVER BY SELLER; REMEDIES:** Seller's failure to enforce any of the terms or conditions herein shall not constitute or be deemed a waiver of Seller's right to enforce each and every term and condition herein. Seller's remedies hereunder are cumulative.
- 10. NOTICES AND DEMANDS WAIVED:** Buyer and Guarantor expressly waive: (a) notice of acceptance of the guaranty and all extensions of credit to Buyer; (b) presentment and demand for payment of any of the debts of Buyer; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of Buyer or with respect to any security therefore; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment under this guaranty.
- 11. CREDIT INFORMATION:** Buyers and Guarantor hereby authorize any person, association, firm, bank or corporation to furnish on request to Seller information concerning our credit. Credit and delivery of materials shall be subject to approval of Seller who reserves the right to alter the terms and credit limit as Seller deems appropriate. The terms of this Agreement may not be altered or revoked by Buyer or Guarantor while there is any balance due Seller.
- 12. MISCELLANEOUS:** I and/or we, further agree that a facsimile, scan, or electronic signature shall be as binding as an original signature. This agreement may be signed in counterparts. Applicant and Guarantor shall be responsible for all costs of collection, including fees, costs, and expenses of collection agent(s) and or attorneys. We waive the benefit of our exemption as to this obligation. This agreement is governed by Virginia law, without regard for its choice of law provisions. The exclusive venue for any legal proceeding arising from this agreement shall be a court of competent jurisdiction sitting in Madison, Virginia.