



COMMERCIAL CHARGE ACCOUNT APPLICATION

BUSINESS NAME: _____ DATE OF APPLICATION: ____/____/____

ADDRESS: _____ TELEPHONE # _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ EMAIL: _____

TYPE OF BUSINESS (CHECK ONE)

☐ CORPORATION

☐ INDIVIDUAL

☐ PARTNERSHIP

DATE OF FORMATION: ____/____/____

DESCRIPTION OF BUSINESS: _____ LOCATION WHERE PRIMARY PURCHASES WILL BE MADE: _____

SALES VOLUME: \$ _____ YEAR TO DATE PREVIOUS YEAR: \$ _____

SALES TAX STATUS: TAXABLE ☐ RESALE ☐ EXEMPT ☐ CREDIT AMOUNT REQUESTING _____

OWNERS AND OFFICERS OF BUSINESS:

NAME _____ TITLE _____

HOME ADDRESS _____ HOME PHONE _____

SS# _____

NAME _____ TITLE _____

HOME ADDRESS _____ HOME PHONE _____

SS# _____

NAME _____ TITLE _____

HOME ADDRESS _____ HOME PHONE _____

SS# _____

(CONTINUED ON REVERSE SIDE)

Rev: 4/21

WHITE'S LUMBER, INC. CREDIT AGREEMENT TERMS

The undersigned states that the information submitted in the credit application is true, correct, and complete and is given for the purpose of obtaining credit. The undersigned also acknowledges and agrees that it is authorized and empowered to submit and accept the terms and conditions of this agreement and application.

The undersigned authorizes White's Lumber, Inc. To utilize any and all credit reporting agencies to determine credit worthiness at any time the business applies for or maintains an account with White's Lumber, Inc.

The undersigned agrees to notify White's Lumber, Inc. In writing of any changes in the information submitted on this application.

The undersigned understands the requirements contained in article 3-A of the NYS Lien Law and the consequences for failing to comply as outlined in section 79-A of the lien law.

The undersigned agrees to accept the terms and conditions stated herein and the terms and conditions of White's invoice, which are incorporated by reference, as part of this agreement.

The undersigned acknowledges and agrees that any credit extended by White's Lumber, Inc.

Is subject to the following terms:

- 1) The buyer must dispute in writing any invoice within 30 days of the date of the invoice. The failure to provide a written dispute of any invoice shall render an account stated.
- 2) Purchases made through the end of a given month are due and payable on the tenth (10th) of the following month of the purchase(s). All bills are overdue if payment is not received within 31 days from due date of payment.
- 3) Interest at a rate of 2% per month, not to exceed 24% APR, may be charged on all balances unpaid on the 25th of the month following month of purchase. If such interest charge has been deemed in excess of that allowed by law, then the interest rate shall be deemed to be that of the highest amount allowed by law.
- 4) If White's employs the services of an attorney to collect any delinquent account, the undersigned agrees, in addition to any sums owing, to pay White's reasonable attorneys fees.
- 5) All returns of merchandise are subject to a 15% restocking charge and must be accompanied by an original invoice. Returns may not be made on special orders or items purchased more than 30 days prior to the return. Any required pick-up or freight charges are in addition to the restocking charge.
- 6) It is expressly agreed that White's sole liability for all losses and damages from any order or any other claim whatsoever, shall be limited to the stated purchase price of the goods, not to exceed actual damages incurred, to the extent permitted by law. White's shall not be liable for incidental, consequential, direct, indirect, or special damages.
- 7) Buyer agrees that it will, upon White's request, execute a liquidation agreement for any claims it has regarding materials or products supplied by a manufacturer through whites.
- 8) The parties agree to mutually waive any and all consequential damages.
- 9) Any litigation or other dispute resolution procedures arising out of or pertaining to this commercial charge account agreement shall be venued in the State of New York, County of Jefferson. This agreement, and its enforcement, shall be construed and governed by the laws of the State of New York. Any action, suit, proceeding or arbitration commenced by buyer must be commenced no later than six (6) months from the date of the invoice or the materials reflected in any invoice that are being disputed.
- 10) Amounts sought by buyer from White's in any litigation or arbitration shall bear interest at the rate of zero (0) percent simple interest per year.
- 11) The parties agree to mutually waive any and all consequential damages.
- 12) WARRANTY. Purchaser Shall Be Limited To The Warranties Of The Respective Manufacture(s) Of The Goods Sold. WHITE'S MAKES NO WARRANTY OF ANY KIND OR OF ANY NATURE, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE ARE HEREBY DISCLAIMED BY WHITE'S, AND EXCLUDED FROM THIS AGREEMENT.

Limitation Of Liability. It Is Expressly Agreed That White's Sole Liability For All Losses And Damages Resulting From This Order Or For Breach Of This Order Or Any Other Claim Whatsoever, Shall Be Limited To The Stated Purchase Price Of The Goods, Not To Exceed Actual Damages Incurred, To The Extent Permitted By Law. White's Shall Not Be Liable For Incidental, Consequential, Direct, Indirect Or Special Damages.

This application is for an open account. Open account status may be withdrawn at any time at the sole discretion of White's. Applicant acknowledges this application is not for extended or term credit but for an open account for the purchase of goods and materials and is subject to the terms and conditions contained above, any invoice tendered upon delivery of goods and materials and any and all other security documents signed in conjunction with White's extension of credit.

The undersigned agrees and states that the credit to be extended is not primarily for personal family or household purposes.

This application shall remain the property of White's Lumber, Inc.

Dated: _____, 20____

By: _____

Print Name: _____

Title: _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit application on the basis of sex or marital status. The Federal Agency, which administers compliance with this law concerning this credit is Equal Credit Opportunity, Federal Trade Commission, Washington, DC 20580.

Please mail or drop off completed application to: White's Lumber, Inc.
231 N. Rutland St. Watertown, NY 13601
Attn: Credit Department