

**Please print and fax or mail the application to GW Smith Lumber**

**G.W. Smith Lumber Co.  
720 W. Center Street  
Lexington, NC 27292**

**Credit Application**

Date: \_\_\_\_\_  
Company Name/Individual Name: \_\_\_\_\_  
Owner's Full Name \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Billing Address(if different than above): \_\_\_\_\_  
City: \_\_\_\_\_ Zip \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail \_\_\_\_\_  
How do you want to receive your Invoices/Statements  Fax  E-Mail or  Regular Mail  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Type of business: \_\_\_\_\_ Personal: \_\_\_\_\_  
Corporation:  Partnership:  Sole Proprietor:  Date Started: \_\_\_\_\_  
List of Officers & Titles:

\_\_\_\_\_  
Persons Authorized to purchase materials:

\_\_\_\_\_  
Trade References:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Current Bank Information:

Name: \_\_\_\_\_ Contact person: \_\_\_\_\_  
Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Terms: All purchases made within current month are due on the 10<sup>th</sup> of the following month. Bills are cut on the 25<sup>th</sup> of month. A 1.5% finance charge per month or 18% Annual will be charged on all accounts past due.

Statement: In consideration of credit being extended by the above named company/person, I/We certify the truthfulness and veracity of the statements above, and I/We guarantee and bind ourselves to the faithful payment of all amounts purchased or now owing. If credit is extended to a corporation/business/individual in which I/We are officers, I/We will personally guarantee the payment of all credit extended to said corporation/business/Individual. In the event this account is placed in the hands of an Attorney for collection, I/We agree to pay a 15% attorneys fee of the balance then due/owing. Purchases and or deliveries are hereby authorized to be made without signature. Note: that by placing your Signature and Social Security number on this application; you are authorizing G.W. Smith Lumber to access your credit report if needed.

Signature of Guarantor: \_\_\_\_\_ SS# \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_ SS# \_\_\_\_\_  
(Partner or Spouse)

**For Office Use Only:**

Assigned salesman# \_\_\_\_\_ Approved By: \_\_\_\_\_ Acct# \_\_\_\_\_ Date \_\_\_\_\_

occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonably within Seller's control.

#### WARRANTY

Seller agrees that any merchandise delivered hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting this merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied. Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver of buyer of all claims with respect to such merchandise.

#### TERMS AND CONDITIONS TO GOVERN

THIS INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO THE SALE AND PURCHASE OF THE MERCHANDISE SPECIFIED HEREIN. No modification of this sale shall be effected by the acceptance or acknowledgement of purchase order forms specifying different conditions, and no modifications shall be effective unless in writing signed by the party claimed to be bound thereby.

#### STATE OF JURISDICTION

This sale shall be deemed to have been made in, and shall be construed in accordance with the laws of the State shown in Seller's address.

#### DELIVER AND ACCEPTANCE OF TITLE OF GOODS

Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakage or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery; otherwise, the Seller shall not be responsible for any such claims. 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 Buyer's risk, and claims for loss or damage 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 not 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, then 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 instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

#### FINANCE

Acceptance of materials by the Buyer indicates his agreement to pay the rate of finance charge specified on the face hereof.

#### RESTOCKING CHARGE

A 15% restocking charge will be made on resellable stock merchandise returned for credit if returned within thirty days of purchase. We are not obligated to accept special order items for credit.

The Purchaser is responsible for adequate access to delivery location and assumes liability for damage to equipment or property when trucks are required to leave public streets or highways.

### ONE STOP SHOPPING "FROM TREE TO KEY"

- Brick & Block
- Engineered Lumber
- Roof & Floor Trusses
- Roofing
- Boom Truck Service
- Vinyl Siding
- Custom Millwork/  
Windows & Doors
- Paints
- Free Kitchen/Bath Design
- Countertops
- Carpet, Vinyl, Hardwoods

PROUD MEMBERS OF



"Mr. Pro Builder, Please Make  
Our Showroom Your Office."

— Visit our Kitchen Department - We Buy Direct; You Save! —