



**CREDIT APPLICATION AND AGREEMENT**  
(Please Type or Print)

165 TIDWELL DRIVE  
ALPHARETTA, GEORGIA 30004

770-664-6664 • 800-878-9778 • Fax: 770-664-6185

SECTION I APPLICANT				
LEGAL NAME(S) OF INDIVIDUAL(S) FIRM CORP HEREINAFTER	PHONE NO.	CELL PHONE NO.	FAX NO.	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE	
<input type="checkbox"/> INDIVIDUAL(S) SOLE PROP <input type="checkbox"/> GENERAL PARTNERSHIP		<input type="checkbox"/> LIMITED LIABILITY CO (LLC) <input type="checkbox"/> LIMITED PARTNERSHIP (LLP)		<input type="checkbox"/> S CORPORATION <input type="checkbox"/> C CORPORATION IN THE STATE OF _____
DATE STARTED	FEDERAL TAX ID NO. SOCIAL SECURITY NO.	PARENT COMPANY IF APPLICANT IS SUBSIDIARY (CITY/STATE)		
DESCRIPTION OF BUSINESS	DUNN'S NO.	SALES TAX EXEMPT <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE ATTACH CERTIFICATE TO THIS APPLICATION	TAX EXEMPT CERTIFICATE NO.	
EST MONTHLY PURCHASES CREDIT LIMIT DESIRED \$	ANNUAL SALES \$	YEAR ENDING	NET WORTH \$	AS OF
ARE FINANCIAL STATEMENTS AVAILABLE FOR THE LAST TWO YEARS? ____ IF YES, PLEASE ATTACH COPIES TO THIS APPLICATION				

Section II OFFICERS, PARTNERS OR OWNERS				
NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE	
HOME ADDRESS	CITY	STATE	ZIP CODE	
NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE	
HOME ADDRESS	CITY	STATE	ZIP CODE	
NAME (FIRST, MIDDLE, LAST)	% OF OWNERSHIP	TITLE	SOCIAL SECURITY NO./BIRTHDATE	
HOME ADDRESS	CITY	STATE	ZIP CODE	
ACCOUNTS PAYABLE CONTACT NAME			SALESPERSON AT STAIRCASE MILLWORK	

Section III BANKING				
COMMERCIAL BANK	COMPLETE ADDRESS		PHONE NO.	
BRANCH	<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	ACCOUNT NO.	ACCOUNT BALANCE	
CONSTRUCTION LENDER	COMPLETE ADDRESS		PHONE NO.	
LOAN OFFICER	SUBDIVISION LOT BLOCK	ACCOUNT NO.	LOAN AMT. LINE OF CREDIT	

Section IV SUPPLIER TRADE REFERENCES				
FIRM NAME	CITY/STATE	PHONE NO.	FAX NO.	PRODUCT/SERVICES

Each person signing this document, individually and on behalf of applicant if a separate legal entity, represents and warrants that he or she has full power, right and authority to bind Applicant hereunder. Photocopied or telecopied signatures have the full force and effect as original signatures. APPLICANT ACKNOWLEDGES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CREDIT APPLICATION AND AGREEMENT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Applicant has caused this document to be executed on this \_\_\_\_\_ day of \_\_\_\_\_.

APPLICANT: BY: \_\_\_\_\_ BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_ PRINT NAME AND TITLE: \_\_\_\_\_

Individual Applicant: \_\_\_\_\_ (Seal)

Please sign and date Page 2 confirming agreement to terms and conditions specified for this application. Original must be returned. Thank you.

Applicant, to induce Staircase & Millwork Company ("SM") to consider providing goods on credit to Applicant, hereby agrees for itself, its successors and permitted assigns, that the following terms and conditions shall apply to all sales of goods (the "Goods") by SM to Applicant:

**Credit Information:**

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which SM may from time to time make inquiry to provide to SM such financial and trade information, as SM deems necessary and appropriate to make credit decisions. SM has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event SM in its sole discretion, finds Applicant's financial condition to be unsatisfactory. Applicant shall upon request, provide to SM financial, trade and litigation information. Applicant authorizes SM to furnish information about Applicant to credit reporting agencies and others who may lawfully receive information.

**Sales Payment and Effect Of Agreement:**

1. SM will provide to applicant an itemized invoice of each sale. If Applicant does not send written notice to SM within fifteen (15) calendar days from the date of such invoice of any objection to the Goods listed or the receipt thereof, that such purchase was unauthorized or of any other objections, all such objections shall be deemed waived. Applicant waives any and all right to set off claims that it may assert against SM and/or to withhold payment to SM based on a claim that SM is indebted to Applicant. No claim shall relieve Applicant of its obligations to make timely payment to SM. It is agreed that if delivery is made to a job site and no one is there to sign a delivery receipt, the obligor is obligated to pay the invoice or invoices if an affidavit is given under oath stating the goods were delivered.
2. Except as otherwise set forth in a SM invoice, payment is due by the terms determined by the A/R Manager upon opening the account. If timely payment is not made, the account shall be past due. Applicant agrees that all amounts past due shall bear interest at 1.5% per month both pre- and post- judgment until paid and agrees to pay to SM in addition to the amount due, attorney's fees of twenty percent (20%) of the amount due, or the maximum amount allowed by law, whichever is greater, and cost, in the event the account is given to an attorney for collection and also to pay any and all attorney's fees and costs associated with post-judgment collection. If any subsidiary of or entity otherwise related to Applicant seeks to purchase from SM on credit, such entity must become a party to a separate Credit Application/Agreement with SM, in the absence of such a Credit Application/Agreement any invoice issued to such entity, the terms of this Agreement shall apply and Applicant shall be liable for payment for all Goods shipped by SM to every entity. Acceptance by SM of payment from any party other than Applicant shall not affect the liability of Applicant hereunder or under any invoice issued to Applicant.
3. This Agreement shall be deemed fully executed and performed in Forsyth County, Georgia and will be governed and construed in accordance with the laws of Georgia and may institute legal proceedings against Applicant in any court having jurisdiction of the parties, but Applicant here consents to personal jurisdiction in Georgia and to venue in any state or county court in Forsyth County, Georgia and understands that such consent is a material inducement to SM to extend credit to Applicant.
4. This Agreement contemplates multiple sales of Goods for incorporation by Applicant into one or more improvements located on one or more subdivided or otherwise legally distinct lots, units or parcels of real property. Applicant agrees that, on the basis of the information provided by the Applicant, SM may designate on the invoice for all Goods, lot, unit or parcel into which the Goods were to be incorporated and that such designation, in sole discretion, shall be conclusive and binding as to the use of such Goods unless Applicant provides to SM in writing a correction of such designation within fifteen (15) calendar days from the date of such invoice. Applicant further agrees that all sales designated as aforesaid to a particular lot, unit or parcel, from the first sale to the last sale, shall be deemed to be a part of one supply contract applicable to such lot, unit or parcel for purposes only of determining any time requirements applicable to enforcement by SM of any lien or collection rights against such lot, unit or parcel or other rights of collection for such sales.
5. Any waiver or non-enforcement by SM of a breach, default or term under this Agreement shall not be deemed a waiver of any sequent breach or default of enforcement of such term and SM shall only be deemed to have given such waiver in a writing executed by SM providing for such waiver. If any provision of this agreement is waved by SM or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.

**Nonconforming Goods, No Warranty By SM And Indemnification Of SM**

1. Applicant shall have seven (7) days from the date of delivery to reject Goods as nonconforming. Such rejection must be in writing received by SM within seven (7) calendar days and specify the Goods rejected and the specific nonconformity asserted and the subject Goods must be received by SM within (10) calendar days from the initial date of delivery. In order to effect such rejection, the original invoice or other proof of purchase by Applicant must accompany the Goods returned. Physical acceptance by SM of Goods returned shall in no way be deemed agreement by SM and any claim by Applicant of non-conformity.
2. SM shall have a reasonable time after receipt of proper notice of rejection of nonconforming goods or of revocations of acceptance of nonconforming Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by SM in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicants account.
3. *APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS (INCLUDING BUT NOT LIMITED TO PAYMENT OF ATTORNEYS' FEES) SM, ITS EMPLOYEES, AGENTS, AFFILIATES AND PARENT CORPORATIONS, FROM AND AGAINST ALL CLAIMS AND COSTS WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, INJURY TO PERSON OR PROPERTY AND/OR OTHER WISE AND WHETHER ASSERTED BY ANY CUSTOMER OF APPLICANT OR BY ANY OTHER PARTY, LOSSES, LIABILITY GENERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ASSERTED AGAINST OR INCURRED BY SM, ITS EMPLOYEES, AGENTS, AFFILIATES AND/OR PARENT CORPORATIONS WITH RESPECT TO THE GOODS AND/OR RELATED ACE, ERROR OR OMISSION.*