

# N. Z Cramer & Son, Inc.

101 Creagerstown Road Woodsboro, MD 21798

Phone: (301) 898-9116

Website: www.nzcramer.com

Fax: (301) 898-5854

## Business Credit Application

Date \_\_\_\_\_ Legal Name of Business \_\_\_\_\_ How long in business \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Business Telephone and Fax #s \_\_\_\_\_ Alt (Cell) Phone # \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_ Nature of business \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Prop. \_\_\_\_\_ Name & Address of Bonding Company \_\_\_\_\_

PRINCIPALS: Name & Title Social Security Number Home Address & Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BANK REFERENCES: Name Telephone & Fax Number Account #

\_\_\_\_\_  
\_\_\_\_\_

BUSINESS CHARGE ACCOUNTS: Name Telephone & Fax Number Account # Contact

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUESTED CREDIT LINE \_\_\_\_\_ Purpose of Opening Account \_\_\_\_\_

TAX EXEMPT # \_\_\_\_\_ [Enclose Certificate] Federal Tax ID# (FEIN) \_\_\_\_\_

Authorized Purchaser(s): \_\_\_\_\_ Purchase Order Required? \_\_\_\_\_

THE AUTHORIZED SIGNATURE BELOW INDICATES ACCEPTANCE OF THE FOLLOWING TERMS: N. Z. Cramer & Son Inc.. is authorized to charge to the above account all orders by the undersigned or agents until such time as written notice to the contrary is received by N. Z. Cramer. Should payment in full for any charges not be received by the N. Z. Cramer on or before the 25<sup>th</sup> of the month following the month of delivery of merchandise, it is agreed that any unpaid balance of said charges will incur a finance charge of 2% per month, and that such finance charges will be added to the account and become a liability of the purchaser. It is understood that this account shall be deemed in default if payment in full is not received by the 25th of the following month. The undersigned agrees upon default to pay attorney's fees if this account is referred for collection, plus court costs and all other costs of litigation. The undersigned warrants the information shown above to be true and complete and authorizes N. Z. Cramer to investigate the referenced herein, statements, or other data pertaining to the undersigned's credit and financial responsibility.

\_\_\_\_\_  
By (Signature)  
Company Name

In consideration of your extending credit to the above name firm, we, the undersigned, do hereby jointly and individually personally guarantee the payment by said firm on the terms above, including but not limited to finance charges, and we authorize N. Z. Cramer to run a personal credit check through the credit bureau. We further agree that all or any of the undersigned may be held jointly or severally liable to N. Z. Cramer & Son Inc. Account will not be opened without signature of all parties.

Signature \_\_\_\_\_ Spouse's Signature \_\_\_\_\_

Signature \_\_\_\_\_ Spouse's Signature \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through N. Z. Cramer & Son Inc. ("N. Z. Cramer") whether or not materials are delivered by or through N. Z. Cramer.
  2. All orders placed for special order materials (i.e., those materials not kept in stock) are final and require 50% deposit at time of order, with the balance due upon arrival at N. Z. Cramer. Once a special order is placed and confirmed in writing by N. Z. Cramer, purchaser agrees to accept said materials and make payments in full. Returns shall not be permitted on special order materials.
  3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold N. Z. Cramer harmless for any delay and agrees to make payments in full for said goods.
  4. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery. Any claims made after the prescribed time period shall not be honored.
  5. Stock materials may be returned, if in good condition, and are subject to a 20% handling fee.
  6. Purchaser acknowledges that any and all decisions as to the return of materials are made at the sole discretion of N. Z. Cramer and may be changed or revoked at any time without notice.
  7. N. Z. Cramer agrees *only* to replace any and all materials shipped and/or received in defective condition.
  8. Purchaser agrees that his/her SOLE REMEDY available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include, N. Z. Cramer where either consequential or incidental damages are sought.
  9. Any claim or controversy shall be settled either by binding arbitration, or by any court of competent jurisdiction. Purchasers agree that jurisdiction for all claims shall be placed in the State of Maryland, Washington County. On all disputed matters, purchaser agrees to pay N. Z. Cramer's attorney's fees, costs, and disbursements.
  10. On all matters referred by N. Z. Cramer to their attorneys for collection, purchaser agrees to pay 30% of the total sale price or the actual amount billed, whichever is greater, for attorney's fees, plus costs, and disbursements.
  11. Purchaser agrees that N. Z. Cramer shall not be responsible for any manufacturer or shipping defect. Purchaser further agrees to hold N. Z. Cramer harmless for any manufacturer or shipping defect or any injury to person or otherwise due to said defects.
  12. N. Z. Cramer makes no warranties express or implied, including without limitation, warranties as to merchantability, or as to fitness for a particular purpose, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials.
  13. Title for all goods and/or materials remains with N. Z. Cramer until paid for in full by the purchaser. Should purchaser take action under Title 11 of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid in full. Purchaser agrees to keep the materials fully insured until paid for in full.
  14. The risk of loss of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for the delivery.
  15. Purchaser agrees that any account thirty (30) days past due shall be charged 2% per month interest on the unpaid balance (24% per annum).
  16. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all materials sold to the above-named entity.
- Purchaser acknowledges that he/she has read and agrees to all of the above terms and conditions of sale and that with regard to any discrepancy between these terms and the terms of sale found on any other company document, these terms shall control.

\_\_\_\_\_

Principal

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Principal's Spouse

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Date