

CREDIT APPLICATION



DATE: _____

Company Name: _____ Phone: _____

Billing Address: _____ Fax: _____ Email: _____

City: _____ County: _____ State: _____ Zip: _____

Physical Address (If Different): _____

City: _____ County: _____ State: _____ Zip: _____

Type of Business Corporation Partnership Proprietorship Limited Liability Limited Partnership

How long in Business: _____ Federal ID Number: _____

At Present Location since: _____ Accounts Payable Contact: _____

Officers/Principles (if Partnership or Proprietorship Home Addresses are required):

Name:		Title	
Address:	City:	State:	Zip:
Name:		Title	
Address:	City:	State:	Zip:

TRADE REFERENCES:

(List major suppliers you buy from on open account.)

WESTERN MILLWORK USE ONLY					
DATE OPEN	HIGH CREDIT	CURR OWED	DISC TAKEN	ON TIME	SLOW
1. PRIMARY LUMBER SUPPLIER: NAME: _____ PH: _____					
2. NAME: _____ PH: _____					
3. NAME: _____ PH: _____					

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PAYMENT TERMS AND CONDITIONS

Following are the terms and conditions regarding each order you place with Western Millwork. Each time you place an order it is a *bilateral contract* between the Buyer and Western Millwork (WM). Your acceptance verifies that you have checked and accepted the quantities, handing, species and all other pertinent details of each order and that you consider the order correct and complete. WM is responsible for supplying only the materials listed in the proposal/order.

Prices quoted are subject to revision if a proposal is accepted more than 30 days from the quote date. Delivery of all materials must be accepted within 90 days of the date of the quote unless other arrangements are made at the time the order is placed. WM reserves the right to withdraw all or part of any proposal at any time prior to acceptance by the customer or approval by the home office.

All alterations or changes to a proposal must be submitted in writing and approved by WM. Any extra costs incurred by change orders will become an extra charge over and above the estimate. Items returned to WM in good condition are subject to restocking charges. Most products supplied by WM are custom and cannot be returned. Unfortunately there are times when an item cannot be cancelled after production has started and these become the responsibility of the customer. This pertains mainly, but not exclusively, to custom doors, and cabinets.

WARRANTY INFORMATION

WM will complete all work in a workmanlike manner according to standard practices. WM shall carry fire and other casualty insurance for material at WM's shop. WM warrants all materials and workmanship for one year from delivery date subject to proper installation, normal maintenance, and wear and tear. Additional warranties are based on each manufacturer's policies. Consult your salesman for additional information.

Western Millworks products are warranted to be of sound material and workmanship and to be free of defects which would cause the products to be unfit for ordinary recommended use for a period of 1 year from the date of shipment.

If a defect occurs within 1 year from the date of shipment, written notice of the defect must be provided to WM. Buyer shall not return any goods until WM has been provided a reasonable opportunity to inspect the goods at the Buyer's premises to determine whether a defect exists. WM will not be liable for any doors repaired, returned, or replaced without prior written consent. If warranted doors contain defects covered under the limited warranty, WM at WM's option will, 1) repair or replace the door(s) or 2) return the purchase price of the door(s) to Buyer. Doors will be repaired or replaced in the stage as originally supplied. Additional finishing or installation is not included. WM will not pay any cost to remove defective doors or to install new doors. Final warranty inspection will be made at WM's location, upon receipt of defective product. If the claim is found by WM, in its sole discretion, to be invalid, neither repair/replacement nor refund will be issued.

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Door Product warranties are limited by the following conditions:

- **Within 10 days after delivery to the jobsite, the entire door, including top and bottom edges shall be sealed to prevent moisture absorption.** Consult your paint and stain supplier regarding products which are compatible, function as a sealer and are acceptable for use on the door. Note that not all paints and stains are sealers. The bottom edge of doors with applied door bottoms have been presealed at WM. Doors which have not been properly sealed on all six sides within 10 days of delivery, including top and bottom edges are not warranted.
- 1 3/8" doors larger than 3/0 7/0, and 1 3/4" doors larger than 3/0 8/0 are not warranted for warp or twist by WM unless specifically stated in writing. Excessive warp or twist is considered more than 1/4" in a 3/0 7/0 section.
- Doors that have warp, cup or twist which does not exceed 1/4" in the plane of the door
- Damage due to improper or incorrect installation
- Damage caused by others or by any cause beyond the control of Western Millwork
- Exterior doors should be stained a light color to limit heat absorption. Doors finished in a dark color, without adequate overhang protection are not warranted.
- Doors should not be trimmed more than 1/2" from the top or 1-1/2" from the bottom of the slab.
- On all knotty species WM will fill knots with voids. Knots should be expected and the location, quantity and size of knots is unpredictable
- Variations in the color, texture, and density of all wood species are to be expected and are acceptable.

CERTIFICATION, AGREEMENT TO TERMS

The undersigned certifies that all information on this form is correct. Applicant's signature attests financial responsibility, ability and willingness to pay invoices in accordance with the terms of Net 10th or such other terms as specifically stated on seller's invoices. Applicant agrees to pay interest on all past-due invoices at the rate of 2% per month (24% per annum), and to pay all attorney's fees, arbiter's fees and collection costs incurred in collection of any past-due balance. Applicant hereby submits to the jurisdiction of any court in Garfield County, State of Colorado, and acknowledges that said courts are the appropriate venue to resolve any dispute arising hereunder, and further agrees that the venue of such action may be changed from such County only upon the written agreement of all parties to such action. The undersigned further agrees to accept service of process in such action by certified mail, return receipt requested, at the address stated above, and to acknowledge the receipt thereof in writing.

DATE _____

SIGNATURE _____