

Customer Account Application

www.BINFORDSUPPLY.com



Legal Name of Business _____

DBA's (if applicable) _____

Billing Address _____ County _____ City _____ St _____ Zip _____

Ship to address _____ County _____ City _____ St _____ Zip _____

Phone (_____) _____ Cell (_____) _____ Email _____

LLC Corporation Sole Proprietor Partnership Fed ID # _____ Taxable Non-Tax

DL or State ID # _____ State of Issue _____ DOB _____

Officer/Owner Name	Title	Home Address	City, State, Zip	Phone
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Officer/Owner Name	Title	Home Address	City, State, Zip	Phone
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If applying for a credit account with Binford Supply LLC, please complete the section below

Person to Contact for Payment _____ Email _____

My estimated monthly credit needs will be \$ _____

Please provide 3 commercial trade credit references where monthly purchases meet or exceed the credit amount listed above.

1. _____ City/State _____ Phone (_____) _____ Account# _____

2. _____ City/State _____ Phone (_____) _____ Account# _____

3. _____ City/State _____ Phone (_____) _____ Account# _____

The undersigned is authorized and is acting within his/her authority to enter into this Agreement. The undersigned further affirms that information provided in this document is true and correct. The undersigned affirms they have received, read and agreed to and Binford Supply LLC Wholesale Policy and Terms of Sale.

Please sign below for Credit Terms and COD. All information is confidential.

Signed _____ Printed Name _____ Date _____
Electronic Signature not Accepted

Signed _____ Printed Name _____ Date _____
Electronic Signature not Accepted

FOR OFFICE USE ONLY

Branch _____ LVL _____ Circle Territory: NE, NW, SE, SW Salesperson _____

Copy of Driver License or State ID is attached

Copy given to customer of Binford Supply LLC Wholesale Policy and Terms of Sale

WHOLESALE POLICY AND TERMS OF SALES

CREDIT - To establish a credit account, Customer must contact the credit department of Binford Supply LLC (Company) for further details.

PAYMENT - Customer payment terms are stated on each invoice. Cash, COD and credit card transactions are not eligible for payment discounts. Sales on credit and payment discounts will not be allowed when account reflects a past due balance or payment has not been made in accordance with Wholesale Policy and Terms of Sale. Unearned payment discounts will be charged back on regular invoices.

SERVICE CHARGE - All past due balances are subject to a service charge of 1% per month (12% annual), or the maximum permitted by law, whichever is less. Should an action be brought to collect any balances past due or other terms hereof, the prevailing party shall be entitled to recover court costs and reasonable lawyer's costs. Customer will pay the service charges which shall begin to accrue the day after the indebtedness becomes due and shall continue to accrue until the indebtedness is paid in full. Customer further agrees that any partial payment of indebtedness due and owing to Binford Supply LLC shall first be applied to any unpaid service charges with balance of partial payment then being applied to the oldest remaining indebtedness.

RETURNED CHECKS - For checks returned due to insufficient funds a \$25.00 charge (or the maximum charge permitted by law) will be assessed for each check returned. If payment discount is applicable on the transaction, this discount will be disallowed and charged back on a separate Invoice.

NON-TAXABLE - Documents must be provided in accordance with state sales tax law. Resale or Agriculture tax certificates must be provided with the Customer Account Application for account to be set up as tax-exempt. Tax exemption must be submitted prior to sales order being invoiced for a tax-exempt order.

WARRANTY POLICY - Company warrants that materials sold hereunder are free from defects in material and workmanship and conform to the product description on the face hereof. Certain materials are covered by additional written limited warranties which provide warranty coverage for a specific duration of time and which are incorporated herein. Copies of these additional written limited warranties are available upon request at all Company offices. There are no warranties or conditions, including but not limited to warranties or conditions or merchantability or fitness for particular purpose, expressed or implied, beyond the terms of this warranty and the written limited warranties and conditions applicable to certain materials herein. Company does not authorize any other person or agent to assume for Company any other liability or obligation in connection with materials sold. Customer's exclusive remedy of non-conforming materials or delay or non-delivery for which the Company is at fault, shall be limited to the return of the said materials and the repayment of the purchase price paid by the buyer; or at the option of supplier, the repair or replacement of the Company agreed upon materials. Under no circumstances shall the Company be liable for any consequential damages. These include, but are not limited to, loss of profits, economic loss, replacement costs, handling costs, transportation costs, installation costs, labor costs for repair, incidental damages, inspections costs, storage, care or custody costs incurred by any party relating to Company provided goods or services.

This warranty is subject to the following terms and conditions:

- Damage from abnormal or improper use, accident, alteration, neglect, abuse, improper service or installation, or damage caused by flood, fire or act of God is not covered.
- This warranty is applicable only to the initial purchaser and is non-transferable.

MISCELLANEOUS CHARGES - Prior authorization must be obtained before return of materials sold hereunder. A 15% handling charge will be assessed on all materials sold hereunder and returned for Customer convenience. A minimum order charge, and other handling charges apply to transactions if separately itemized on the invoice.

INSPECTION AND CLAIMS - Customer shall inspect all materials for shortage, damage, or non-conformity immediately upon receipt. All claims must be submitted by Customer in writing within two (2) days of receipt of materials. Materials are sold F.O.B. Company's warehouse of origin. In cases where materials are transported by common carrier, title and risk of loss is transferred when material is tendered to the common carrier. Claims for shortage or damaged materials must be made by Customer directly to the common carrier.

QUOTATIONS - Quotations are based on the Customer's list of materials. When plans are submitted, Company shall assist, but does not assume any responsibility for Customer's list of materials. Customer assumes all responsibility for the accuracy, acceptance and compliance with any plans or specifications for all materials sold hereunder, and Company assumes no responsibility for same. Materials sold by Company are not sold to any standard specification or origin unless reference to such standard specification is reflected on the invoice. Valid quotations must be obtained in writing and are subject to availability and change in price unless such written quotation states otherwise. Verbal quotations will not be honored.

SPECIAL ORDERS - Customer requests for products not typically stocked by the Company are subject to Special Orders. These requested Special Orders are non-returnable and non-refundable for any reason. The Company is not responsible for requests by Customer for specification changes on products that could change performance, appearance, safety or functionality of products. Special Orders are the strict responsibility of the Customer to ensure accuracy and expectation of the products.

LIMITATION OF LIABILITY - In no event shall Company be liable for any damages with respect to, arising out of, or in connection with, the materials sold hereunder in excess of the price for such materials stipulated on invoice, irrespective of whether such damages are based on breach of contract, strict liability or otherwise.

ENTIRE AGREEMENT - This Sales Confirmation and Invoice and Wholesale Policy and Terms of Sales, together with any written credit agreement(s), are the entire agreement of the parties with respect to this transaction.

GOVERNING LAW - These Terms of Sale shall be interpreted and construed in accordance with the laws of the State or the Province in which the materials are sold.

INSTALLATION INDEMNIFICATION - Company is not responsible for the handling or installation of materials sold hereunder. Customer indemnifies and holds Company harmless from all claims, damages and losses (including lawyer's costs on a full indemnity basis) arising from or related to installation or use of materials sold hereunder.

DELIVERY INDEMNIFICATION - Company is not responsible for any damages or liability from the delivery of materials sold hereunder. Customer shall hold harmless Company for any claims, damages, and losses arising from the delivery of the materials. Any claims for liability related to the delivery of material should be directed towards Company's delivering agent.

CONSIDERATION - As consideration for receiving account privileges with Company, the above-named Customer hereby agrees to remit payment for all indebtedness now or hereafter owing to Binford Supply LLC to P.O. Box 800607, Balch Springs, Dallas County, Texas 75180.

COLLECTIONS - If any amount owed by Customer to Company is placed in the hands of an attorney for collection, or is collected in whole or in part by suit or through probate, bankruptcy or other legal proceedings of any kind, Customer agrees to pay, in addition to all other sums payable to Company, all costs and expenses of collection, including but not limited to reasonable attorneys' fees. A \$25 charge (or maximum charge permitted by applicable law) will be assessed on each returned check. Customer agrees to the terms contained herein and affirms it is financially able to meet the commitments that it has made and will pay invoices from Company in accordance with its specified terms. Customer represents and agrees that it seeks account privileges from Company solely for business and commercial purposes and that no portion of the indebtedness covered by this agreement will be for personal, family, household or consumer purposes.

By the execution of the Customer Account Application or/and Wholesale Policy and Terms of Sale, Customer agrees to all the terms and conditions of sale included in each invoice prepared and submitted by Company to Customer.