



**BANK REFERENCES**

Name:	Address:	City	State:	Zip:	Number:
Name:	Address:	City	State:	Zip:	Number:
Name:	Address:	City	State:	Zip:	Number:

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
City: State: Phone:	City: State: Phone:	City: State: Phone:

**TRADE REFERENCES**

**PERMISSION TO VERIFY**

**THIS IS NOT AN OFFER FOR COMMERCIAL FINANCING OR TO BE CONSIDERED LONG TERM FINANCING. ALL MONIES OWED FOR INVOICES ARE EXPECTED TO BE PAID IN FULL ON THE STATED DUE DATE. THIS IS NOT AND FOR FOR A PAID WHEN PAID OR PAID IF PAID ACCOUNT.**

I/We hereby certify that all the information contained herein is complete and accurate. Furthermore, I/We hereby authorize "Cordele Sash Door and Lumber Co., Inc. d/b/a Griffin Lumber & Hardware and Specialty Structural Products" to obtain any and all information concerning the statements on this credit application form including, but not limited to, personal, individual and business credit reports.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

You have the option of receiving your statements and invoices via email. Please send our accounting department an email at [AR@griffinlumber.com](mailto:AR@griffinlumber.com) and state your preference. Account statements are processed on the first business day of each month. Any insufficient check will result in the account being placed on credit hold immediately and a minimum \$25 service charge will be added to the account. All NSF checks must be replaced with cash or cashier's check.

**CORDELE SASH DOOR & LUMBER CO., INC. dba**  
**GRIFFIN LUMBER & HARDWARE**  
**SPECIALTY STRUCTURAL PRODUCTS**  
**TERMS AND CONDITIONS OF SALE**

**1. Governing Terms.** Buyer agrees that all purchases made now and in the future from Seller shall be subject to, in accordance with, and strictly governed by the terms and conditions in this Agreement, unless otherwise agreed to in a signed writing by an officer of Seller. All sales are expressly made conditional on Buyer's acceptance of the terms and conditions in this Agreement and Seller objects to any different or additional terms provided by Buyer including in any purchase order, acknowledgment, confirmation, or other writing from Buyer relating to any future sale.

**2. Prices.** Prices quoted or shown on a written quotation are good for 30 days from the date quoted unless otherwise stated. Prices do not include any taxes applicable to the sale, transfer, or transportation of materials unless otherwise specified. All applicable taxes now or hereafter in effect shall be added as an additional cost paid by Buyer.

**3. Payment.** Seller's credit terms for each sale to Buyer are net due by the 10<sup>th</sup> day of the following month from the date of invoice (10<sup>th</sup> PROX), unless otherwise stated on Seller's invoice. Any dispute with respect to an invoice, statement, charge or credit on Buyer's account, must be received by Seller, in writing, within 10 business days of Buyer's receipt of such invoice, statement, charge or credit, or Buyer waives any such dispute. Seller shall have the sole right to determine the application of payments made by Buyer.

**4. Default.** In consideration of Seller extending credit to Buyer, Buyer promises full and prompt payment of all indebtedness, obligations and liabilities of every kind, present and future, incurred by Buyer for materials purchased from Seller. Buyer's failure to make timely payment of any invoice shall result in Buyer's account being deemed in default, which may result in the account being placed on a COD basis, suspended, or cancelled. In the event of Buyer's default, Seller may (at its option) declare all indebtedness owed by Buyer to Seller immediately due and payable, and Seller may defer, retain or cancel shipments under any order and take immediate possession of materials delivered. A default interest charge of 15% per annum (1.25% per month) will be assessed on all delinquent invoices. If Buyer's account is referred to an attorney or collection agency to collect on any indebtedness owed to Seller, Buyer agrees to pay upon demand from Seller, all costs of collection, including reasonable attorneys' fees and court costs, including attorney fees incurred in proceedings to determine prevailing party and amount of attorney's fees, and all fees incurred in any post judgement collection efforts. The rights and remedies given to Seller herein are cumulative to all other rights and remedies provided by law. Should a judgement in favor of Seller be obtained, the parties agree that post judgement interest shall accrue at 15% per annum and the parties expressly agree to such amount instead and in lieu of the statutory amount of post judgement interest.

**5. Information Provided to Buyer.** Seller shall not be liable to Buyer for claims of any nature arising out of the furnishing of advice by Seller's agents, employees, or consultants in connection with the use, installation or design of products furnished by Seller. Buyer further acknowledges that statements made in brochures, advertisements, test reports, magazine articles or other sources of information or writings relating to the materials sold are furnished solely for the information of Buyer. Buyer shall make its own evaluation of all information provided. No statement relating to the materials sold, whether or not made or furnished by Seller, shall constitute a warranty and/or representation, nor shall such statement be effective to modify the disclaimer of warranties or the limitations of Seller's representations below except as set forth in a writing executed by an officer of Seller.

**6. Takeoffs and Extensions.** If line items and quantities have been established by Seller's review of plans and specifications, such line items and quantities are for Buyer's convenience only and Seller shall not be liable for any errors or omissions. If Seller has extended and footed a proposal, it is for Buyer's convenience only and Seller shall not be liable for any extension or footing errors.

**7. Buyer's Duty to Inspect Materials and Corrections.** Buyer shall examine all materials upon delivery by Seller and prior to installation. Buyer shall accept materials that conform to standard manufacturing variations and tolerances within the industry. Buyer must notify Seller in writing of any nonconforming materials or quantity discrepancies

within 5 business days after the delivery of such materials. The written notice from Buyer shall state in detail: (i) all deficiencies claimed to exist in the delivered materials; (ii) the names and addresses of the persons who inspected the materials for Buyer; (iii) all reports prepared by or on behalf of Buyer upon which any claims of deficiency is based; Buyer shall furnish Seller with copies of all such reports at the time written notice of deficiencies is delivered to Seller. Buyer shall permit Seller to promptly inspect any materials claimed to be defective. Failure of Buyer to give notice within the 5-day period in full compliance with the foregoing provisions shall constitute a waiver of claims by Buyer.

**8. Cancellations and Returns.** Buyer may not cancel or modify any order of goods or return any goods without Seller's express, written consent. All returns requested by Buyer must be accompanied by proof of purchase in the form of a signed delivery document or copy of Seller's invoice. Any return so authorized shall be subject to a restocking charge of up to 25% at Seller's sole discretion, plus applicable freight. Orders for custom fabricated goods not normally carried in Seller's inventory may not, under any circumstances, be cancelled or returned. The amount of credit, if any, allowed to Buyer for returned goods shall be at the sole discretion of Seller. A cancellation or modification so authorized by Seller shall be subject to Buyer's payment of all applicable freight and all costs incurred, including but not limited to, submittal preparation, factory/warehouse costs, overhead and profit, and all other costs and fees to be enumerated by Seller.

**9. Jobsite Delivery.** All prices are quoted F.O.B. truck at one location on the jobsite. If Seller delivers a load to more than one location, Buyer will pay for the additional time of truck and driver required to complete delivery based on full truckload and/or truck and trailer load quantities. Seller may hold delivery until Seller is able to deliver a capacity load except for the final delivery to the job. Materials will be nested whenever possible. Materials will be delivered only to locations that can be readily reached by a capacity loaded truck and trailer under its own power.

**10. Risk of Loss.** Risk of loss shall be borne by Buyer from and after the time that materials are loaded in Buyer's trucks for shipment or delivered to a common carrier. If delivery is made by Seller's trucks, risk of loss or damage shall be borne by Seller until materials arrive at delivery site, prior to unloading. Dropping of materials to the site by Seller is prima facie evidence of incorporation into the property and Seller is not responsible nor subject to reduction or offset if materials are stolen, taken or relocated to another site.

**11. Passage of Title and Security Agreement.** In order to provide security for the payment of the full price of materials furnished hereunder, Buyer grants Seller a first priority purchase money security interest in and to any and all materials sold by Seller to Buyer (and all products and proceeds thereof) until paid in full. Buyer authorizes Seller to file a UCC financing statement to perfect this interest. Buyer also authorizes Seller to come onto the site and repossess any materials which have not been installed into the project.

**12. Failure During or After Installation.** Seller shall not be liable for any failure of materials during or after installation. Neither Seller's cooperation in investigating any failure of materials or voluntary replacement of any failed materials nor any other action taken by Seller to promote good customer relations shall be deemed a waiver by Seller of the foregoing provisions, nor an admission that there is any express or implied warranty with respect to the failed materials. Seller is not liable of the means and methods of construction and Buyer shall indemnify and defend Seller for any claim, lawsuit, demand, actions or proceedings related thereto.

**13. Offsets.** Buyer shall not make any claims of offset except with Seller's prior written consent.

**14. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WHICH ARE EXCLUDED AND DISCLAIMED IN ALL RESPECTS AND FOR ALL PURPOSES. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE MATERIALS (OR RELATED SERVICES OFFERED BY SELLER) WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS. THIS DISCLAIMER SHALL IN NO EVENT BE CONSTRUED TO DISCLAIM SUCH WARRANTIES TO A GREATER EXTENT THAN PERMITTED UNDER THE LAWS OF THE STATE OF GEORGIA.**

**15. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND EXCEPT IN THE EVENT OF DAMAGES CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST RENTS, DIMINUTION IN VALUE OR DAMAGES FOR LOSS OF EFFICIENCY OR DELAY TO ANY PROJECT ON WHICH THE MATERIALS ARE USED, ORDERED, OR INTENDED FOR USE) CLAIMED BY BUYER OR ANY THIRD PARTY ARISING FROM, RELATED TO, OR IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, OR REPAIR OF THE GOODS SOLD TO BUYER, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSES OF ACTION. NOTWITHSTANDING THE FOREGOING, BUYER AGREES THAT SELLER'S LIABILITY, IF ANY, SHALL BE EXCLUSIVELY LIMITED TO REPLACEMENT OF ANY NON-CONFORMING GOODS, OR AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR SUCH NON-CONFORMING GOODS. THIS LIMITATION OF LIABILITY PROVISION SHALL IN NO EVENT BE CONSTRUED TO LIMIT SELLER'S LIABILITY TO A GREATER EXTENT THAN PERMITTED UNDER THE LAWS OF THE STATE OF GEORGIA.

**16. Force Majeure.** Seller shall not be liable for delay in delivery (or inability to deliver) due to causes beyond Seller's reasonable control due to acts of God, acts of the Buyer, or of any civil or military authority, fires, strikes, picketing or boycotts, floods, epidemics, quarantine restrictions, war, insurrection or riot, embargoes, disturbances of production or supply with Seller's manufacturer/supplier, trucking or transit shortages, wrecks or delays in transportation, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities due to such causes, and in the event of any such delay the date of delivery shall be automatically extended for a length of time equal to the 1.5 times the period of the delay.

**17. Indemnity.** In addition to the indemnity contained in paragraph 12, Buyer shall, to the fullest extent permitted by law, indemnify, defend, and save harmless the Seller and its officers, directors, employees and agents, from and against any claim, loss, liability, damages, injuries, economic loss, cost, or expense (including attorney's fees) of any nature whatsoever (hereinafter collectively, "Claims") arising out of or in any way connected with the sale of materials or the parties' performance of this Agreement, except to the extent such Claims arise out of the active negligence or willful misconduct by Seller.

**18. Governing Law and Venue.** Buyer agrees that all issues and disputes relating to this Agreement shall be construed under the laws of the State of Georgia. Buyer further agrees that the exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating this Agreement shall be Houston County, Georgia, unless Seller initiates said legal action to enforce statutory remedies (such as enforcing claims on mechanics lien, stop payment notices, payment bonds, etc.) in connection with a debt incurred by Buyer; in such case, the jurisdiction and legal venue will be determined by the requirements of the law of the state where such statutory remedies are to be enforced. The parties expressly and intentionally waive their right to a trial by Jury for any and all claims, proceedings, suits or actions arising out of or relating to this agreement.

**19. Severability.** If any term, condition, or provision of this Agreement is found to be invalid or unenforceable, such term, condition, or provision shall be severed out and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**20. Copies and Electronic Signatures:** Buyer agrees that Seller may, at Seller's sole discretion, accept, utilize, and rely upon a facsimile copy, electronic copy, or photocopy of this Agreement, in lieu of an original document. Buyer acknowledges that, by transmitting a facsimile copy, electronic copy, or photocopy of this document to Seller, Buyer agrees to be bound by the terms and conditions contained in this Agreement to the same extent as if an original were transmitted to Seller. Buyer waives any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original.

**21. Complete Agreement.** This Agreement is the complete written expression of the parties' agreement and supersedes any prior agreements between Buyer and Seller. No waiver, alteration, or modification by Buyer of any of the provisions hereof shall be binding upon Seller unless specifically assented to in a signed writing by an officer of Seller.

22. **Waiver.** A waiver by Seller of any breach by Buyer of the provisions of this agreement shall not constitute a waiver of any other breach by Buyer.

23. **Assignment.** Buyer shall not assign any of its rights under this Agreement, or any other contract with Seller. Any debts of Buyer hereunder are assignable by Seller for collection purposes.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Customer(s) Name(s)

\_\_\_\_\_  
Cordele Sash Door & Lumber Co., Inc. dba  
Griffin Lumber & Hardware  
Specialty Structural Products

\_\_\_\_\_  
Signature(s)

**CORDELE SASH DOOR & LUMBER CO., INC. dba**  
**GRIFFIN LUMBER & HARDWARE**  
**SPECIALTY STRUCTURAL PRODUCTS**  
**CONTINUING PERSONAL GUARANTY**

For value received and in order to induce Cordele Sash Door & Lumber Co., Inc. dba Griffin Lumber & Hardware and Specialty Structural Products and its affiliates, subsidiaries, successors, and assigns (hereinafter collectively, "Seller") to extend credit to Buyer, the undersigned (hereinafter, "Guarantor") unconditionally, absolutely and irrevocably guarantees and promises to pay to Seller any and all indebtedness and perform all obligations owed by Buyer to Seller now existing or arising in the future. Guarantor waives all notices and demands of any kind and hereby agrees to any arrangements or agreements between Seller and Buyer, including without limitation, to a change in the amount of credit extended to Buyer, terms of sale, compromise, extension, increase or alteration of the amount, or terms of any indebtedness owed by the Buyer, and Guarantor agrees the same shall in no way reduce, impair, discharge or release Guarantor's obligations. Guarantor agrees that Seller may enforce this Guaranty against Guarantor and pursue payment from Guarantor, without having to first seek payment from, sue, or exhaust its remedies, against Buyer or any other guarantor. The incorporation, merger, sale, or reorganization of Buyer or Seller shall not terminate or affect Guarantor's obligations which will continue as to credit extended to or by such other entity. This Guaranty is continuing and absolute and shall continue in force until thirty (30) days after written notice of termination is received and receipt is acknowledged in writing by an officer of Seller, except that such termination shall not affect the liability of Guarantor with respect to obligations created or incurred prior to such date, or extensions or renewals of, interest accruing on, or fees, costs, or expenses, including reasonable attorney fees, incurred with respect to, such obligations on or after such date. Guarantor warrants and represents that the information provided is true, complete, and correct and Guarantor understands that Seller is relying upon the information provided by Guarantor to determine whether to extend credit to Buyer and in what amount. Guarantor authorizes Seller to obtain and evaluate Guarantor's credit and financial information at any time and from any source, including Guarantor's non-business consumer credit report to further evaluate the creditworthiness of the undersigned as Guarantor in connection with the extension of business credit as contemplated in this Agreement. Seller shall be entitled to recovery of its reasonable attorney's fees in any action to recover under this Guaranty, including attorney fees incurred in all proceedings to determine reasonableness and amount of attorney fees. Venue for any action under this Guaranty shall be the same as venue for any claim for breach of the Credit Agreement.

Account to be Guaranteed: \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security # / Tax ID: \_\_\_\_\_