



CREDIT APPLICATION (Business Account)

McIlwee Millwork

1400 Ardmore Ave

Itasca, IL 60148

(630) 285-1600 Fax: (630) 285-1609

Account No. _____

Date _____

Sales Person _____

BUSINESS NAME: _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Customer does business as: Corporation Partnership Individual

President or Owner _____ Social Security No. _____ E-Mail _____

Home Address _____ City _____ State _____ Zip _____ Phone _____

V. President or Owner _____ Social Security No. _____ E-Mail _____

Home Address _____ City _____ State _____ Zip _____ Phone _____

Secretary or Treasurer _____ Social Security No. _____ E-Mail _____

Home Address _____ City _____ State _____ Zip _____ Phone _____

Type of Business _____ Established _____

Person Responsible for Disbursements _____

Commercial or Business References (Material Suppliers, Banks, Savings & Loans)

Name	Address	Phone	Account No.

Other Owned Businesses or Companies

Description	Title in Name Of:	Financed or Mortgaged By

CREDIT AGREEMENT (PLEASE READ)

In consideration for the extension of credit to the undersigned from McIlwee Millwork (referred to hereafter as the Seller), the undersigned acknowledges and agrees to all the following provisions:

- (1) All invoices shall be payable net on or before 30 days following delivery. At the option of the Seller, a late payment charge of 1.5% per month (18% annually) may be added to all past due amounts on balances over 60 days old and shall be paid by the undersigned.
- (2) The terms and conditions set forth on the reverse side hereof shall apply with respect to all transactions between the undersigned and the seller.
- (3) The undersigned authorizes the Seller to verify and exchange all necessary information pertaining to its account with all credit sources including, but not limited to, the ones listed above.
- (4) The undersigned certifies that the contents of this statement are true and accurate and that no material omission of fact is contained herein.

Business Name _____

Date _____

By Credit Applicant(s) _____

REVERSE MUST ALSO BE SIGNED

Personal Signatures Required

TERMS AND CONDITIONS OF SALE

The terms and conditions set forth below shall apply with respect to all transactions between the Credit Applicant (Buyer) and McIlwee Millwork (Seller).

1. **TERMS OF PAYMENT:** Payment is due immediately upon receipt of goods at seller's premises. Seller reserves the right to refuse payment by check or draft. If by check or draft accepted by seller is returned by the drawer's bank unpaid, for whatever reason, buyer agrees to pay seller to the costs incurred by seller to collect the funds stated in the returned check or draft.

2. **CHARGE SALES:** If Seller elects to extend buyer credit, all invoices are due and payable net on or before the 30 days following delivery. A late payment charge of 1.5% per month (18% annually) may be added to all past due amounts or balance over 60 days old. All approvals of Credit Delivery Sales will be processed in Itasca, IL. In case buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay seller's invoices when due, seller shall, at its option, be free to curtail or discontinue the sales or deliveries for so long as such conditions shall continue. In addition, buyer shall be responsible and obligated to pay all court costs, reasonable attorney fees, and other expenses incurred by the seller in the collection and liquidation of buyer's past due charges.

3. **MECHANICS' LIENS:** Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanics' Lien rights of seller to the property to be improved. No Waivers of Lien for materials shall be required of seller until the same shall have been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Mechanics' Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees and other expenses incurred by seller in securing seller's Mechanics' Lien rights in the event of default by the buyer to pay according to the terms stated in Paragraph 2 hereof.

4. **CANCELLATION:** All sales, prices, deliveries and contracts are made subject to strikes, lockouts, fires, explosions, accidents, tornadoes, floods or storms, other acts of God, demands or requests made by the United States or any other governmental entity, delays of carriers and any other matter or thing beyond seller's reasonable control; and upon the happening of such event or events, the seller shall have the right to cancel all such sales, prices, deliveries and contracts or to postpone all deliveries thereon without notice to anyone of the seller's election to do so or of so doing.

5. **DELIVERY:** Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of buyer thereafter and all risks or loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle. All approvals of Credit Delivery Sales will be processed in Itasca, IL.

6. **MATERIALS RETURNED:** Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at invoice price less 20% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchased receipt.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

GUARANTY AGREEMENT

In consideration of the extension of credit granted by McIlwee Millwork (seller), the undersigned does hereby unconditionally personally guaranty payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to the seller on account of goods and materials hereafter delivered, furnished or supplied, whether said indebtedness is in the form of notes, bills or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior hereto. The undersigned Guarantor further agrees to pay all expenses, including court costs and attorney fees paid or incurred by the seller in collection of any or all amounts owed them by the credit applicant or in enforcing this guaranty agreement.

The guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by any one or more of the named Companies on the reverse side.

All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by the seller.

Date _____

Sign Individually