



QUALITY PLYWOOD SPECIALTIES, INC.

13000 Automobile Boulevard Suite 400

Clearwater, Florida 33762

TOLL FREE: 888.722.1181

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EMAIL: newaccounts@qualityplywoodspec.com

www.qualityplywoodspec.com



Application for Wholesale Account

Quality Plywood Specialties, Inc., 13000 Automobile Boulevard Suite 400, Clearwater, Florida 33762, its parents, subsidiaries, and affiliates, ("Quality"), agrees to extend a wholesale account to the undersigned Customer, its subsidiaries or affiliates, and the undersigned personally, jointly and severally promise, warrant, guaranty, and represent all information given is true, correct, provided to secure the extension of a wholesale account and agree to all terms including prompt payment.

Contact Information

First:	Middle:	Last:	Suffix:	Title:
Name of Business:			Tax I.D. Number:	
Address:				
City:	State:	Zip:	Country:	Phone:
Email:	Fax:	Mobile:	DL #:	SS #:
Preferred Method of Contact by Sales (Please mark): Phone <input type="radio"/> Email <input type="radio"/> Text Message <input type="radio"/> Fax <input type="radio"/>				

Company Information

Type of Business:	In Business Since:	Construction License #:		
Legal Form Under Which Business Operates (Please mark): Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> LLC <input type="radio"/>				
If Division/Subsidiary, Name of Parent Company:		In Business Since:		
Name of Company Principal Responsible for Business Transactions:				Title:
Address:	City:	State:	Zip:	Phone:
Name of Company Representative Responsible for Accounts Payable:				Title:
Address:	City:	State:	Zip:	Phone:
Is a P.O. required? (Please circle): Yes No		Authorized Purchasers:		
Ship To Address:	City:	State:	Zip:	Notes:
Type of Ship To Address (Please mark): Commercial <input type="radio"/> Residential <input type="radio"/> Is a Forklift Available?: Yes <input type="radio"/> No <input type="radio"/>				

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Line of Credit::	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

For Internal Use Only

C.O.D. Only:	Open Acct: Credit Line:	Approved By:
Date:	Salesman #:	Customer #:
Updated:	Territory Code:	Account Type:

Please read carefully the terms & conditions on the following pages, all of which are part of this document.

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Sales Tax Status: Taxable ____ **Tax Rate** ____ **Exempt** ____ (If exempt please provide current resale certificate.)

TERMS

- CUSTOMER agrees: all monies in exchange for the purchase or installation of building materials or supplies ("Goods") are due the earlier of 1) the date as set forth in the invoices sent by QUALITY, or 2) upon the invoice date; that any past due amounts shall accrue interest at 1 1/2% per month, compounded monthly, including post-judgment amounts; QUALITY may apply any payments received first to accrued interest, fees, costs, and then to the principal amounts owed to QUALITY.
- In the event an action is brought by QUALITY or CUSTOMER relating to or arising out of any dealings between QUALITY or CUSTOMER, each agrees to: (A) WAIVE JURY TRIAL WHICH WAIVER INCLUDES ALL CAUSES OF ACTION, COUNTERCLAIMS, CROSSCLAIMS, AND DEFENSES WHICH ARE OR COULD BE ASSERTED; (B) venue shall be in Pinellas County, Florida including all pre and post judgment depositions; (C) Florida law governs the terms of this Agreement; and (D) that QUALITY shall be entitled to all costs, expenses, and attorney fees related to the dispute through appeal and judgment enforcement. CUSTOMER agrees in no event shall QUALITY be liable for any amounts in excess of the Goods' purchase price. The undersigned hereby personally guarantees payment of all amounts due on this account including attorney fees and cost of collection. This is a continuing and irrevocable guarantee for payment of this account and I hereby waive notice of default and nonpayment of the account. The use of titles shall in no way limit this personal guarantee.
- If the Goods are to be incorporated into or improve real property, CUSTOMER shall deliver written notice to QUALITY within seven days from the date of purchase setting forth (a)owner's name(s) and address, (b) address of the improved real property, (c) Notice of Commencement, and (d) any payment or performance bond. CUSTOMER agrees that QUALITY may contact, deal, and provide notices or demands on or to the owner or other third parties associated with the owner. CUSTOMER assigns all rights due it from the owner of the real property, higher-tiered contractor, or other third party and directs that QUALITY may directly receive payment from those persons to the extent of any past due amounts due QUALITY from CUSTOMER.
- CUSTOMER agrees that it is not a defense that CUSTOMER did not order the Goods, and shall remain liable for all purchases unless CUSTOMER notifies QUALITY, in writing, 30 days prior of a change in (a) purchasing authorization, (b) ownership or entity form, including name and location, (c) financial status reflecting on creditworthiness.
- CUSTOMER is responsible for all sales, or other taxes for the Goods and the applicable tax(es) shall be added to the Goods' price. QUALITY may change the Goods' prices without notice. Any quotes, pricing, or estimates must be in writing, dated, and signed by QUALITY's authorized agent.
- If any of CUSTOMER's purchase orders, business documents, contracts, letters, etc. ("Forms") conflict or are not consistent with the terms of this Agreement or QUALITY's Forms, then CUSTOMER's Forms shall be void and QUALITY's Forms shall control. QUALITY's receipt, acknowledgment, or acceptance of CUSTOMER's Forms are for CUSTOMER's internal use only and shall not alter the terms of QUALITY's Forms.
- All of CUSTOMER's purchases are controlled by this Agreement's terms and any addition, amendment, modification, or other agreement shall not be binding on QUALITY unless in writing and executed by an officer of QUALITY or its Credit Manager or sent by QUALITY. CUSTOMER agrees QUALITY may assign this Agreement to the benefit of any successor or assign of QUALITY.
- QUALITY's invoice(s) and statement(s) are a demand for CUSTOMER's direction regarding application of any payment(s) due. QUALITY may apply any payments received from CUSTOMER in its sole direction, including any credits, set-offs, or other monies, unless CUSTOMER otherwise directs application of the monies in writing.
- QUALITY may exercise or enforce its right and remedies hereunder singularly or cumulatively and the exercise or non-exercise of same shall not give rise to any cause of action, counterclaim, or defense to payment by CUSTOMER and shall not be deemed a waiver by QUALITY of any right, remedy or term or condition herein. CUSTOMER shall hold harmless and indemnify QUALITY against any and all claims arising from the use of the Goods.

10. All notices required or in any way related to any transaction or dealings CUSTOMER may have with QUALITY must be in writing and delivered to QUALITY's Credit Manager by certified mail, return receipt, at Quality Plywood Specialties, Inc., 4500 110th Avenue North, Clearwater, Florida 33762. CUSTOMER agrees the individual return receipt must be signed by the Credit Manager or his or her authorized representative and agrees the original return receipt must be produced to establish delivery. If CUSTOMER fails to provide the certified mail registration number on the written notice's face, CUSTOMER agrees it shall be conclusively presumed QUALITY received no notice.
11. Any payment subsequent to this Agreement or pursuant to this Agreement shall be deemed ratification of the terms herein or any modifications hereof and the payment will be deemed CUSTOMER's acceptance of the Goods.
12. Within 5 business days from the earlier of substantial completion or delivery, CUSTOMER must deliver written notice to QUALITY of: (a) billing discrepancy(ies); (b) claims of non-conformity which include, but are not limited to, description, quality of workmanship, quantity, prices, defect(s), damage or otherwise; and (c) a detailed written description of patent damage or defect.
13. These terms and conditions set forth the entire agreement and understanding between CUSTOMER and QUALITY and supersede all prior written or verbal discussions and negotiations between them.
14. CUSTOMER agrees this Agreement may be modified periodically solely by QUALITY and agrees that delivery via regular U.S. Mail of the modified terms and conditions sent to CUSTOMER's principal place of business shall control the terms hereof.
15. ALL CLAIMS FOR DEFECT, FAILURE OF GOODS, INJURY TO PERSON OR PROPERTY SHALL BE MADE EXCLUSIVELY AGAINST MANUFACTURER(S) OR SUPPLIER(S) AND THIS IS THE EXCLUSIVE REMEDY OF CUSTOMER AND THOSE CLAIMING THROUGH CUSTOMER WHETHER THE CLAIM IS STATUTORY, IN CONTRACT, TORT OR STRICT LIABILITY AND APPLIES TO ALL CLAIMS OR DEMANDS OF CUSTOMER. THIS DISCLAIMER IS FULL AND COMPLETE AND ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. QUALITY ASSUMES NO RESPONSIBILITY FOR INTERPRETATION OR COMPLIANCE WITH PLANS OR SPECIFICATIONS PROVIDED BY CUSTOMER OR CUSTOMER'S AGENT AND CUSTOMER WAIVES ALL CLAIMS RELATED THERETO. CUSTOMER'S SOLE REMEDY AGAINST QUALITY SHALL BE REFUND OF THE PURCHASE PRICE OF THE GOODS FOUND TO BE DEFECTIVE, REPAIR, OR REPLACEMENT AT QUALITY'S SOLE OPTION. ANY REPAIR OR ALTERATION OF THE WORK OR GOODS WITHOUT QUALITY'S PRIOR WRITTEN AUTHORIZATION VOIDS ALL LIABILITIES AND RESPONSIBILITIES OF QUALITY. ALL CLAIMS MUST BE IN WRITING, DESCRIBE IN DETAIL THE CLAIMED DEFECT OR FAILURE AND BE DELIVERED TO QUALITY. FLORIDA LAW GOVERNS THIS DISCLAIMER WHICH SUPERCEDES ALL OTHER AGREEMENTS, REPRESENTATIONS, PROMISES OR WARRANTIES, WRITTEN OR ORAL.

The Undersigned and Customer have read the terms and agree to these terms.

Printed Name/Title _____

Signature _____

Date _____

I would like to receive exclusive offers & promotional materials _____

CONTINUING GUARANTY

In consideration of extending credit, or other financial accommodation, or continuing to extend credit or other financial accommodations

to _____
(Company Name and Address)

and it's affiliates (Hereinafter called the "Debtor"), the undersigned

(Name of Guarantor)

of _____
(Address of Guarantor)

hereby guaranty(s) absolutely and unconditionally to **QUALITY PLYWOOD SPECIALTIES, INC** (hereinafter called the "Creditor") the prompt payment when due of any and all indebtedness of the Debtor to the Creditor, together with such interest as may accrue thereon, whether such indebtedness is incurred as principal, guarantor or endorser, is direct or indirect, absolute or contingent, due to become due, or whether such indebtedness is now existing or arises hereafter and in addition the undersigned agree(s) to pay all costs of collection, legal expenses and attorney's fees paid or incurred by the Creditor in collecting and/or enforcing such indebtedness and/or enforcing this guaranty (all such indebtedness, interest, costs, expenses and fees being hereinafter called the "Indebtedness").

No extension or renewal of time of payment of the indebtedness, no release or surrender of any security for the indebtedness of this guaranty, no release of any person primarily or secondarily liable on the indebtedness, no delay in enforcement of payment of the indebtedness of this guaranty shall affect the liability of any of the undersigned hereunder. Any and all payments upon the indebtedness made by the Debtor or by any of the undersigned, or by any other person, and the proceeds of any and all collateral or security for any of the indebtedness, may be applied to the Creditor upon such of the items of the indebtedness as the Creditor shall determine.

Each of the undersigned waives notice of acceptance of this guaranty, notice of extension of credit or financial accommodation to the Debtor, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices of every kind and nature, and agree that this guaranty may be enforced against the undersigned without any prior proceeding or action against the Debtor.

This guaranty is a continuing guaranty and shall remain in full force and binding upon the undersigned and/or their heirs, executors and administrators, notwithstanding the death of one or more of the undersigned, until the expiration of thirty (30) days after written notice by Certified or Registered Mail or revocation is received by the Creditor at its office at:

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and until any and all of the indebtedness of the Debtor to the Creditor incurred prior to the expiration of such thirty (30) day period shall have been fully paid.

If this Guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make such guaranty, that the execution by the undersigned on behalf of the corporation has been duly authorized and that making of such guaranty is in the best interest of the corporation.

Executed at _____ this _____ day of _____, 20____ In the presence of:

Witness

Guarantor

Witness

Guarantor (Spouse)