



Application for Wholesale Account

Quality Plywood Specialties, Inc., 4500 110th Avenue North, Clearwater, Florida 33762, its parents, subsidiaries, and affiliates, ("Quality"), agrees to extend credit 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 credit and agree to all terms including prompt payment.

Type of Account Requested: _____ **COD** _____ **CREDIT (open account)** _____ **CHANGE**
 \$ _____ **Requested Credit Limit**

Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:	State:	ZIP:	Phone:
Email:	Fax:	DL #:	

Company Information

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/>	Construction License #			
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 PO required (yes or no)?	Authorized Purchasers:			
Ship To Address:	City:	State:	Zip:	
Is this address a commercial or residential address?				

Bank References

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

INTERNAL USE ONLY

COD Only:	Open Acct: Credit Line:	Approved By:
Date:	Salesman#	Customer #
Updated:	Territory Code:	Account Type:

The undersigned and Customer have read the above and the terms of credit on the reverse and agree to these terms. Terms continue on the reverse page.

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 must provide current resale certificate)

TERMS OF CREDIT

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Company/Individual

Date

Signature

Social Security Number

Printed Name

Would you like to receive promotional materials via fax _____ or email _____

PERSONAL GUARANTY

In exchange for QUALITY extending credit to CUSTOMER, its subsidiaries and affiliates, the undersigned guarantor(s), jointly and severally (GUARANTOR) personally guarantees payment of all indebtedness of CUSTOMER to QUALITY including interest at 1 1/2% per month (pre and post judgment), court costs and payment of reasonable attorney fees. This guaranty is unconditional, unlimited in nature and amount, absolute, complete, continuing, not revoked by Guarantor's death and binds Guarantor's estate, successors and assigns. CUSTOMER'S sale or transfer of its business shall not affect this guaranty. This guaranty can only be revoked in writing delivered to the QUALITY's Credit Manager at 4500 110th Avenue North, Clearwater, Florida 33762. This guaranty shall be assignable to any successors, affiliates, or designees of QUALITY without notice to GUARANTOR. Any extension, renewal, forbearance, change of terms of credit, CUSTOMER'S bankruptcy or choice of remedies shall not affect liability of GUARANTOR. QUALITY'S remedies are cumulative, exercisable individually or in combination in QUALITY'S sole discretion, and GUARANTOR waives any claim or defense related thereto. GUARANTOR agrees: (a) to WAIVE JURY TRIAL in an action involving QUALITY including claims, counterclaims, cross claims and defenses; (b) venue shall be in Pinellas County, Florida including pre and post judgment depositions. Guarantor grants QUALITY the right to secure credit information about GUARANTOR. **Guarantor has read and agrees to the terms of the Credit Application and Invoice terms which are incorporated herein.**

_____ Signature	_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Social Security Number	_____ Social Security Number	_____ Social Security Number
_____ Date	_____ Date	_____ Date

Customer No. _____



Quality Plywood Specialties, Inc.

Check Acceptance Card

Name: _____ Company: _____

Address: _____ City: _____ St: _____ Zip: _____

D.O.B.: _____ Height: _____ Phone#: _____ Fax#: _____

Florida DL#: _____ Bank Name: _____ Acct#: _____

Bank Address: _____ City: _____ St: _____ Zip: _____

Bank Phone#: _____ Bank Fax#: _____

Pursuant to Florida Law, Statute 68.065, returned checks will be subject to a surcharge of \$25.00 or an amount of up to 5% of the face of the check, whichever is greater. Additionally, you may be liable in civil action for triple the amount of the check.

A copy of Florida Driver's License must be attached.

Please sign below if you accept the terms and conditions stated herein.

Signature: _____ Date: _____