



**OUR CREDIT APPLICATION AND AGREEMENT IS NEEDED TO OPEN ANY ACCOUNT.  
TERMS AND CONDITIONS APPLY TO ALL ORDERS**

**PLEASE COMPLETE FORM AND RETURN PROMPTLY TO:**

**ELIZABETH.WENZEL@JLORBER.COM.**



**CREDIT APPLICATION AND AGREEMENT**

**Date** \_\_\_\_\_

Legal Name: \_\_\_\_\_ Trade Name \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ P.O. Box/Mailing : \_\_\_\_\_

Name of Predecessor Businesses: \_\_\_\_\_

Business phone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail \_\_\_\_\_ CREDIT LIMIT REQUESTED \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Sales Tax Exempt #: \_\_\_\_\_ (Attach copy of form & submit as needed)

**PRINCIPALS or OWNERS** : For Proprietorship or Partnership: Owners and/or Partners. For Corporation, LLC or LLP: Officers, Directors, Members, Majority Stockholders. Attach sheet as needed. COMPANY TYPE:

<u>Name</u>	<u>Home Address</u>	<u>Phone</u>	<u>Social Sec. No.</u>	<u>Position</u>

**BANK CREDIT REFERENCES** (Attach separate schedule if necessary)

*Primary Bank:*

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax/email \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Acct# \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax/email \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Acct# \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax/email \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Acct# \_\_\_\_\_

I/we certify information is correct, complete and agree to pay according to your credit terms. I/we authorize you to obtain Business and Consumer Credit Reports or to obtain credit and funding information from any other source from time to time . I/we agree that any amount not paid within terms of invoice will carry interest at the rate of 3% per month, or maximum legal limit, before and after judgment, and further agree to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due if account is placed with attorney and/or for collection, whether suit is filed or not.

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

Printed \_\_\_\_\_ Date \_\_\_\_\_

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

Printed \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTEE FOR CORPORATE & PERSONAL ACCOUNTS:** The undersigned guarantees to be personally liable for all indebtedness incurred by the above in consideration of the credit extended and agrees to pay interest and collection amounts as above if placed in collection.

SIGNED \_\_\_\_\_ POSITION \_\_\_\_\_

Printed \_\_\_\_\_ Date \_\_\_\_\_

**Please see Incorporated Terms and Conditions Attached**



## **INCORPORATED TERMS AND CONDITIONS**

1. I/we Applicant/Buyer) understand that J. Lorber Co, Inc., ('Seller ') will rely on this information for the extension of credit. This is not an agreement by Seller to lend money; it is an agreement by Buyer for the benefit of Seller if Seller determines to extend credit. Seller may change credit limits or other terms and conditions , in its sole discretion. No modifications may be made otherwise to this Agreement, except in a writing signed by Seller. Unless otherwise specifically stated, orders for custom and specially manufactured items or items of exceptional value require full payment prior to shipment (30% upon release of order and 40% upon initiation of manufacturing, and balance of 30% at time of shipment.)

2. Buyer agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Buyer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement. Seller shall have the right to set-off its credits and purchases against Buyer's job and/or accounts payable.

3. Buyer expressly agrees to submit to personal jurisdiction in Pennsylvania and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Buyer, whether Seller or Buyer brings suit, shall be Bucks or Philadelphia County, Pennsylvania and shall be governed by and construed in accordance with the laws of Pennsylvania.

4. As specified in our Offer, Sales and Credit Terms and Conditions, and hereby, J. Lorber is a materials supplier and specifically assumes no obligation or liability beyond the technical requirements of the specific products described in our written Offer which is our interpretation and understanding of any requirements. Seller specifically objects to and expressly rejects any different, supplemental or additional terms and conditions, including but not limited to the following:

Buyer's obligations to others, including contract terms; Final acceptance by owner; Pay if paid; Pay when paid; Cancellation , Cancellation for convenience; Refund, Damage due to delay of any type, including breach, lost profits, down time, consequential, incidental, special or punitive damages; Damages due to other than manufacturer's defect and Damages in any amount greater than for materials as paid to us; Damages including any labor, installation, incidental or consequential damages; 'No damages for delay' clause; Any insurance, remedy or indemnity beyond manufacturer's warranty; Payment terms other than as specified in writing by J. Lorber Co. Credit officer; Any retainage; Any Lien, bond, law or forum waivers; Any Warranties other than as specified from manufacturer and/or which extend beyond the description on the face hereof; Any indemnification, hold harmless; and/ or any other clause, language or provision from any source which is different than or additional to Seller's Terms and Conditions.

**5. Buyer is solely responsible for the selection, suitability, fitness and engineering of the materials quoted or ordered. J. LORBER CO. IS A MATERIAL'S SUPPLIER AND NOT A MANUFACTURER, ATC OR ENGINEER. Except as may be specified by Seller and described Seller's in written offer, SELLER MAKES NO WARRANTIES AS TO MERCHANDISE AND SHALL PASS TO THE BUYER THE MANUFACTURER'S WARRANTY ON THE PRODUCT(S) AND BUYER SHALL BE SUBJECT TO ALL SUCH TERMS AND LIMITATIONS. Buyer's sole and exclusive remedy, and Seller's limit of liability for any and all loss or damage shall be the repair or replacement, at Seller's option, of any goods which are determined through the warranty process to be defective, and which shall not exceed the purchase price of the materials as paid to Seller. In no event shall Seller be liable for any costs or damages resulting from breach, lost profits, down time, delay of any type, freight, labor, consequential, incidental, special or punitive damages or others that are alleged to arise from course of dealing or trade.. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS THE ONLY WARRANTY, IN LIEU OF ALL OTHERS. SELLER, DISCLAIMS AND MAKES NO OTHER WARRANTIES, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6. Buyer shall make a careful inspection at the time of delivery. Claims for shortage , discoverable or apparent damage must be noted on the delivery receipt. Buyer's failure to give written notice specifying any claim within five (5) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all such claims of shortages, damage or defect. Seller will not be liable for any covered damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.

7. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees it has no interest in Trust Funds held by anyone, to segregate, and to promptly account for and pay to Seller all such Trust Funds. All mechanic's lien, payment bond



or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Buyer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Buyer further understands that Seller has a policy of enforcing mechanic's lien and payment bonds rights on all projects in the event of payment default and intends that all payments are in exchange for those rights. Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary. Any endorsement or letter with a payment stating that it is "payment in full" or words of similar meaning shall have no effect and shall not be an accord and satisfaction or novation. Seller may stop manufacture or supply in the event of failure to make any payment, or when, in its sole discretion, it determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved, and to the extent permitted by law receive all expenses incurred by it in the collection of said payment, including attorneys' fees and costs and expenses.

8. Buyer shall indemnify, defend, and hold harmless Seller, its officers, directors, and shareholders, from and against any and all claims, damages, cost, fees, reasonable attorney's fees, obligations, or other liabilities of any kind, directly or indirectly, related to Buyer's failure to perform obligations under this Agreement, and/or installation and use of the Products, including injuries to person or property before, during, and after installation.

**9. CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL OF SELLER'S CREDIT DEPARTMENT**

**10. ACCEPTANCE LIMITED TO THESE TERMS ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY PURCHASE ORDER OR CONFIRMATION SENT BY BUYER ARE EXPRESSLY REJECTED.**