



**COLONIAL SASH & DOOR, INC.**  
260 Interstate Circle #1, Frederick, MD 21705  
(301) 695-4041 – Fax (301) 695-4043  
Remittance Address - PO BOX 3261, Frederick, MD 21705-0855

**BUSINESS CREDIT APPLICATION**

Instructions:

- 1. Fill out top part of form.
- 2. Sign Terms and Condition of Sale
- 3. Provide financial statement.

Credit Limit: \_\_\_\_\_

Salesman: \_\_\_\_\_

Date of application: \_\_\_\_\_

Legal Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_  Corporation  Sole Prop  Partnership

Nature of Business: \_\_\_\_\_ Date Started: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Tax Exempt # \_\_\_\_\_ Must Enclose Certificate

Principals:      Full Name                      Home Address & Phone #                      Position                      Social Security #

1) \_\_\_\_\_

2) \_\_\_\_\_

Business References:                      Name                      Address & Fax #                      Account #

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Banking Reference:                      Name                      Address & Phone #                      Account #

1) \_\_\_\_\_

**GUARANTY**

GUARANTY given by the undersigned to the COLONIAL SASH & DOOR, INC. hereinafter referred to as the Company, in order to induce it to extend credit to:

\_\_\_\_\_

I/We hereby unconditionally PERSONALLY GUARANTEE payment of all reasonable costs of collection, including but not limited to, twenty percent (20%) attorney fees and court costs.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor by notice in writing to the Company. Such revocation shall be effective only as to claims of the Company that arise out of transactions entered into after the Company's receipt of said notice. This obligation shall cover all the renewals of any claims guaranteed by this instrument or extensions of time payment hereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. This GUARANTY is, and shall remain binding upon the heirs, estate representatives, successors, and assigns of Guarantor.

This GUARANTY is independent of any other guaranty of rights that COLONIAL SASH & DOOR, INC. may have with respects to the above-noted debt.

The Guarantors hereby waive their homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest in the event of default, and further appoints Timothy Rollins, as attorney-in-fact for the purpose of confessing judgment, in favor of COLONIAL SASH & DOOR, INC., in any Court of competent jurisdiction, for the balance, costs, prejudgment interest at 18% and attorney's fees at 20%, and further consents to immediate execution of said judgment. Given under my (or our) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ SS# \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through COLONIAL SASH & DOOR, INC., whether or not materials are delivered by or through COLONIAL SASH & DOOR, INC.
2. All orders placed for special order materials (i.e. those materials not kept in stock) are final and require a 50% deposit at time of order with the balance due upon arrival at COLONIAL SASH & DOOR, INC. Once a special order is placed and confirmed in writing by COLONIAL SASH & DOOR, INC., purchaser agrees to accept said material and make payment in full. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS.
3. On all orders placed for stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold COLONIAL SASH & DOOR, INC., harmless for any delay and agrees to make payments in full for said goods.
4. All materials delivered must be examined and inspected by the purchaser and/or his agent representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery. Any claims made after the prescribed time period shall not be honored.
5. Stock materials may be returned, if in good condition and subject to 15% handling fee.
6. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF COLONIAL SASH & DOOR, INC., AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
7. COLONIAL SASH & DOOR, INC., agrees *only* to replace any and all materials shipped and/or received in defective condition.
8. Purchaser agrees that his/her SOLE REMEDY available for any default arising out of the sale and/or use of any and all materials purchased shall be returned of sail materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include, COLONIAL SASH & DOOR, INC., where either consequential or incidental damages are sought.
9. Any claims or controversy shall be settled either, by binding arbitration, or by any court of competent jurisdiction located for Virginia customers, Fairfax County, and for Maryland customers in Prince George's County. On all disputed matters, purchaser agrees to pay COLONIAL SASH & DOOR, INC., attorney fees, costs, and disbursements.
10. On all matters referred by COLONIAL SASH & DOOR, INC., to their attorney for collection, purchaser agrees to pay 20% of the total sale price or the actual amount billed, whichever is greater, for attorney's fees, plus costs, and disbursements.
11. PURCHASER AGREES THAT COLONIAL SASH & DOOR, INC., SHALL NOT BE RESPONSIBLE FOR ANY MANUFACTURER'S OR SHIPPING DEFECT. Purchaser further agrees to hold COLONIAL SASH & DOOR, INC., harmless for any manufacturer's or shipping defect of injury to person(s) due to said defect.
12. COLONIAL SASH & DOOR, INC., makes NO WARRANTIES express or implied, including without limitations, WARRANTIES AS TO MERCHANTABILITY, OR AS FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damaged directly or indirectly arising from the use of such materials. Further, all MATERIALS DELIVERED "AS IS" AND "WITH ALL FAULTS." Any contradictory statement made by an employee of COLONIAL SASH & DOOR, INC., shall have no effect or bearing, and the terms contained herein shall control.
13. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH COLONIAL SASH & DOOR, INC., UNTIL PAID FOR IN FULL BY THE PURCHASER. Should purchaser take action under Title 11 of United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid in full. Purchaser agrees to keep the materials fully insured until paid in full.
14. The RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchasers for the delivery.
15. Purchaser agrees that any account over thirty (30) days past due shall be charged 1.5% per month interest on the unpaid balance (18% per annum).
16. Purchaser acknowledges that in order to establish credit worthiness, COLONIAL SASH & DOOR, INC., shall verify all information contained in this application, as well as certain information available from other outside sources. Purchaser hereby consents and agrees to allow COLONIAL SASH & DOOR, INC., to verify and seek all information including the preparation and review of independently provided individual and corporate credit reports.
17. In the event the purchaser is a corporation partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all materials sold to the above-named entity.

Purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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