

ADMINISTRATIVE OFFICE  
 LOCATION OKATIE  
 3785 ARGENT BLVD.  
 RIDGELAND, SC 29936  
 PHONE: 843-379-5000



LOCATION: HILTON HEAD  
 147 ARROW ROAD  
 HILTON HEAD, SC 29938  
 PHONE: 843-785-3821

**COMMERCIAL CONSUMER CREDIT APPLICATION**

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

Name of Business		Phone	Fax
Physical Address	City/State/Zip		
Billing Address	City	State	Zip
Nature of Business	Date Established	FEI #	Resale Tax or Permit No.
TYPE OF BUSINESS    Corporation Q Partnership (All Partners Must Sign)    Sole Proprietorship a LLC			

**NAMES OF OWNERS OR OFFICERS**

President	Social Security #	Email	Cell Phone
Address			
Vice President	Address		
Other Officers			
Accts. Payable Contact			

We estimate monthly credit requirements at: \$ \_\_\_\_\_

**CREDIT REFERENCES**

Name	Phone	Fax
Address	Email	Person to Contact
Name	phone	Fax
Address	Email	Person to Contact
Name	Phone	Fax
Address	Email	Person to Contact

Are there any legal actions pending against the applicant? Yes    No    If Yes, please explain:

Has the applicant or its principals in the company filed for protection under bankruptcy \*? Yes    No    If Yes, please explain:

**CONDITIONS OF SALE AND TERMS OF PAYMENT**

IN CONSIDERATION FOR ANY EXTENSION OF CREDIT, PURCHASER AGREES TO THE TERMS HEREOF AND TO THE CONDITIONS OF SALE SET FORTH ON EACH INVOICE. INVOICES ARE DUE THE 25<sup>TH</sup>; PAST DUE ON THE 26<sup>TH</sup>. PURCHASER AGREES TO PAY A SERVICE CHARGE OF ONE AND ONE-HALF (1 1/2) PERCENT PER MONTH (OR THE MAXIMUM ALLOWABLE CONTACT RATE UNDER STATE STATUTES) COMPUTED ON THE UNPAID DELINQUENT BALANCE UNTEL THE ACCOUNT IS PAID IN FULL. THE PURCHASER ALSO AGREES TO PAY REASONABLE ATTORNEY FEES AND OTHER COST INCURRED FOR COLLECTION. APPLICANT(S) FURTHER AUTHORIZES ESPY LUMBER CO., INC- TO VERIFY CREDIT REFERENCES AND OBTAIN CREDIT REPORTS FOR REVIEW TO ESTABLISH AND MAINTAIN CREDIT.

*Signature(s)	Title
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## PERSONAL GUARANTY REQUIRED

IN CONSIDERATION FOR ANY EXTENSION OF CREDIT, THE UNDERSIGNED, HEREBY AGREE TO BE RESPONSIBLE FOR PAYMENT OF ANY AND ALL DEBT INCURRED TO ESPY LUMBER CO., HILTON HEAD, SOUTH CAROLINA IN CONNECTION WITH MATERIALS PURCHASED IN THE NAME OF THE ACCOUNT AS SET FORTH ABOVE. THE TERMS AND CONDITIONS AS CONTAINED IN THIS DOCUMENT ARE HEREBY MADE A PART OF THIS GUARANTEE BY EXPRESS CONSENT INCLUDENG SERVICE CHARGES AND REASONABLE ATTORNEY FEES AND OTHER COSTS INCURRED EN COLLECTION. I, WE THE UNDERSIGNED HEREBY GRANT PERMISSION TO ESPY LUMBER CO. INC, AND/OR ITS AGENTS TO CONTACT THE REFERENCES LISTED HEREIN OR ANY OTHER SOURCE FOR THE PURPOSE OF OBTAINING CREDIT INFORMATION. THE CREDITOR, BANK, CREDIT BUREAU OR LENDING INSTITUTION CONTACTED HAS MY PERMISSION TO FURNISH ANY AND ALL INFORMATION REQUESTED FOR ESTABLISHING OR UPDATING THE EXTENSION OF CREDIT BY ESPY LUMBER CO.\* INC.

\*Signature(s)

DATE

\*Application without necessary signatures will cause a delay in process. Original application must be submitted.

### ESPY LUMBER COMPANY, INC. - Credit Policy

1. Any account, which becomes past due or exceeds its credit limit, is subject to being closed immediately without further notice, Past due amounts will be clearly indicated on the month end statement. If your account is closed, it will not be reopened until it is brought current.
2. Disputed items will not be considered as delinquent providing that the invoice number and nature of the problem are communicated to our Credit Manager. If the disputed amount is determined as owed, it resumes its delinquent status at that time.
3. Invoices are due on the 25<sup>th</sup> of the month following the transaction date. Unpaid invoices are considered past due on the 26<sup>th</sup> of the month, and service charges will accrue at 18%. Unpaid service charges may cause your account to be closed like any other unpaid invoice. We reserve the right to change our credit policy with 30 days notice.
4. Checks that are returned to our company will be charged to the customer's account along with a \$35.00 bad check fee. If two NSF checks are received within 90 days from the same customer, future orders are subject to shipment on a "cash only" basis.
5. A convenience fee of 1.5% will be added for all credit card payments.
6. It is the responsibility of the customer to provide Espy with a current list of authorized purchasers in writing and to ensure the list is updated. Espy Lumber Company cannot be held liable for unauthorized purchases resulting from the customer's failure to keep this list maintained.

\_\_\_\_\_ Initial

### ESPY LUMBER COMPANY, INC. - Materials Returned Policy

1. We will accept stock material returned to our yard in salable condition; and accompanied by our invoice for full credit (no restocking charge) up to forty-five (45) days from date of purchase. This material must be inspected by our Yard Foreman before credit may be issued.
2. We will pick up stock material from a customer's job site in salable condition accompanied by our invoice up to forty five (45) days from the date of purchase for a restocking charge of 10%. The minimum restocking charge is \$25.00.
3. We will pick up or accept at our yard any stock or special order material that is shipped in error, defective or not up to grade for full credit only if we are notified of the Problem with five (5) working days of the sale or delivery.
4. If material which we have been requested to pick up is not stacked or is not salable in the judgment of our truck driver, he has been instructed to leave the material on the job site and inform his supervisor so that a company representative can return to the job site to inspect the material.
5. Special order items ordered in error by the customer may be retuned for credit only if we may return them to our vendor. There will be a handling charge of 10% plus whatever restocking or freight charge is imposed by our vendor. Special order items ordered in error by Espy may be returned for full credit.
6. Certain special order items such as special siding pattern and special run mouldings have minimum footage requirements. When these minimum requirements exist, the customer's order will be subject to them. We will not accept the difference between the mill's minimum and the actual requirements of a job as a return for credits

\_\_\_\_\_ Initial

## ESPY LUMBER COMPANY, INC. - Warranty Policy

1. We warrant that we have good title to the products that we sell, but WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR INTLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. we neither assume nor authorize any other person to assume for us any liability in connection with the sale of our products. No oral statement shall bind Espy as an express warranty and all express warranties flowing from us to the buyer shall be in writing. This disclaimer on our behalf shall not operate to disclaim any warranties from the manufacturer of the products we sell which shall flow directly to the purchases.
2. From time to time we will offer overstock, obsolete or damaged goods for sale at special prices. All such items are sold "as is" and all sales are final.

\_\_\_\_\_ Initial

UPDATED 12 /2022