



# TAGUE LUMBER

## BUILDING MATERIALS DISTRIBUTION

Please remit to: 325 Media Station Road, Media, PA 19063  
(P) 610-566-1200 • (F) 610-566-1623

- Tague Lumber of Doylestown
- Tague Lumber of Kennett Square
- Tague Lumber of Media
- Tague Lumber of Phoenixville
- Tague Lumber of Philadelphia
- Tague Design Showroom
- Premier Door Frame Hardware

### BUSINESS CREDIT APPLICATION

By submitting this application to Tague Lumber, Inc., Applewood Lumber Company d/b/a Tague Lumber of Phoenixville, Inc. and Tague Design Showroom, Tague Lumber of Media, Inc., Tague Lumber of Kennett, Inc., Tague Lumber of Doylestown, Inc., Tague Door, Frame & Hardware, Inc. d/b/a Premier Door, Frame and Hardware (collectively "Tague Lumber") you are certifying that the information set forth below is true and accurate to the best of your knowledge and agree to comply with all terms and conditions of the extension of credit by Tague Lumber and the above entities.

#### A. BACKGROUND INFORMATION

Legal name of applicant: \_\_\_\_\_

EIN No.: \_\_\_\_\_ Soc. Sec. No.: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

( ) Corporation ( ) General Partnership ( ) Limited Partnership ( ) Proprietorship ( ) Other

If incorporated, in what state: \_\_\_\_\_

Year Applicant established: \_\_\_\_\_

#### NAMES, ADDRESSES & TITLES OF PRINCIPALS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Home Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Home Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_

BANK NAME	ADDRESS	CITY	STATE	ZIP	ACCOUNT#	FAX #
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____

SUPPLIERS NAME	ADDRESS	CITY	STATE	ZIP	ACCOUNT#	FAX #
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____

Are you claiming a tax exemption? ( ) YES ( ) NO  
If yes, attach an official tax-exempt form signed by an authorized person.

#### B. AUTHORIZED USERS

The Applicant authorizes the following individuals to use this account:

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

MONTHLY CREDIT REQUIREMENT \$ \_\_\_\_\_

Purchase order required ( ) YES ( ) NO

A/P Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

IMPORTANT: Please notify Tague Lumber immediately, in writing, of any change of restrictions on account. Failure to identify restrictions, authorized individuals and/or notify Tague Lumber of any changes shall result in the applicant being fully liable for all charges assessed to applicant's account.

C. TERMS

In consideration for Tague Lumber's extending credit to Purchaser ("Applicant," above), Purchaser and any Guarantors agree to the following terms and conditions. Payment is due 30 days from the date of each invoice. If you choose to pay monthly, payment is due by the 10<sup>th</sup> of the month for all previous month's purchases. A 1½% SERVICE CHARGE IS APPLIED MONTHLY TO ALL PAST DUE BALANCES. The total balance due and owing by the Purchaser and Personal Guarantors may not be limited by the monthly credit amount listed above and may exceed the approved amount of any credit extended.

I/we certify that the above information is true and correct, and I/we agree to pay this account in accordance with Tague Lumber's credit terms. I/we give Tague Lumber the right to check any factors pertinent to establishing credit and to exchange information with other creditors whether listed above or not. If it becomes necessary to place this account with either a collection agency or a lawyer for collection, I/we agree to pay all attorneys fees, plus any costs incurred.

**CONFESSION OF JUDGMENT: THE PURCHASER ("Applicant," above) AND PERSONAL GUARANTOR(S) AGREE THIS IS A COMMERCIAL, NON-CONSUMER TRANSACTION AND WITHOUT FURTHER NOTICE HEREBY IRREVOCABLY AUTHORIZE ANY ATTORNEY AT LAW TO APPEAR FOR HIM/HER/THEM, INDIVIDUALLY OR JOINTLY, BEFORE THE PROTHONOTARY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AND TO CONFESS JUDGMENT AGAINST THE PURCHASER AND PERSONAL GUARANTOR(S) JOINTLY AND SEVERALLY AND FAVOR OF TAGUE LUMBER FOR SUCH AMOUNTS WHICH MAY AT ANY TIME BE DUE AND OWING FROM THE ABOVE LISTED PURCHASER UPON DEFAULT IN THE PAYMENT OF ANY INVOICE OR PART THEREOF, TOGETHER WITH ALL INTEREST, COSTS OF SUIT, RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION, INCLUDING TEN (10%) PERCENT ADDED FOR ATTORNEYS FEES AS OFTEN AS TAGUE LUMBER SHALL ELECT UNTIL ALL AMOUNTS DUE AND OWING HAVE BEEN PAID IN FULL. THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. PURCHASER AND PERSONAL GUARANTORS ACKNOWLEDGE THAT THEY HAVE KNOWINGLY AND VOLUNTARILY WAIVED THE RIGHT TO SERVICE AND NOTICE, AND HAD OPPORTUNITY TO CONSULT WITH COUNSEL.**

THE PARTIES AGREE THAT ANY MERCHANDISE DELIVERED HEREUNDER FOUND TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR NOT WITHIN ACCEPTABLE LUMBER GRADING RULES, WILL BE REPAIRED OR REPLACED AT TAGUE LUMBER'S SOLE DISCRETION WITHOUT ADDITIONAL CHARGE FOR THE MERCHANDISE. THIS WARRANTY IS MADE IN LIEU OF ANY OTHER WARRANTY OR CONDITIONS. **TAGUE LUMBER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PURCHASE OF ANY SUCH MATERIALS.**

ALL CLAIMS BY THE PURCHASER AND GUARANTOR FOR DAMAGES OR DEFECTIVE MATERIALS MUST BE MADE WITHIN FIVE (5) DAYS OF DELIVERY AND ARE LIMITED TO THE PURCHASE PRICE OF MATERIALS SOLD OR THE REPLACEMENT THEREOF AT SELLER'S OPTION. IT IS AGREED THAT TAGUE LUMBER SHALL NOT BE RESPONSIBLE FOR EXTRA COSTS, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, OR LOST PROFITS AND PURCHASER AND GUARANTOR WAIVE ANY SUCH CLAIMS. TAGUE LUMBER SHALL NOT BE RESPONSIBLE FOR ANY COSTS INVOLVING CARPENTRY OR OTHER KINDS OF LABOR.

PURCHASER AND GUARANTOR ASSUME ALL RISK AND LIABILITY WITH RESPECT TO RESULTS OBTAINED BY THE USE OF MERCHANDISE PURCHASED FROM TAGUE LUMBER WHETHER USED ALONE OR IN A COMBINATION WITH OTHER PRODUCTS. NO CLAIMS BY PURCHASER AND GUARANTOR OF ANY KIND WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY, THE ALLEGED NEGLIGENCE OF TAGUE LUMBER, OR OTHERWISE, WITH RESPECT TO THE MERCHANDISE DELIVERED OR FOR THE FAILURE TO DELIVER ANY MERCHANDISE SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE MATERIAL ORDERED FOR WHICH DAMAGES ARE CLAIMED; AND FAILURE OF THE PURCHASER AND GUARANTOR TO GIVE WRITTEN NOTICE OF CLAIM TO TAGUE LUMBER WITHIN 30 DAYS AFTER DELIVERY OF MERCHANDISE SHALL CONSTITUTE A WAIVER BY THE PURCHASER AND GUARANTOR OF ALL CLAIMS WITH RESPECT TO SUCH MERCHANDISE.

_____ Sign Name	_____ Print Name	_____ Title	_____ Date
_____ Sign Name	_____ Print Name	_____ Title	_____ Date

(Note: if Partnership, all partners must sign if Corporation, an authorized corporate officer must sign.)

**PERSONAL GUARANTEE FOR CORPORATE /LP / LLC ACCOUNTS**

In consideration for the credit extended to the above listed entity, the undersigned hereby personally guarantees and agrees to be personally liable for all indebtedness incurred by the Purchaser (entity above) and agrees to be subjected to the same remedies, including the right to confess judgment (stated above), as may be available against the Purchaser, including all interest and service charges, attorneys' fees and costs of collection. This guarantee shall continue in force until notice in writing of termination is sent by registered or certified mail, return receipt requested, to the attention of Tague Lumber's Credit Manager at the address listed above, and shall not be effective until seven (7) days after receipt. Any termination shall not affect transactions entered into prior to the effective date.

_____ Sign Name (Personal Guarantor)	_____ Print Name	_____ Title	_____ Date	_____ Social Security #
_____ Sign Name (Personal Guarantor)	_____ Print Name	_____ Title	_____ Date	_____ Social Security #

For Office Use Only

References Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Refused By: \_\_\_\_\_ Date: \_\_\_\_\_

Application Issued By: \_\_\_\_\_ Customer Type: \_\_\_\_\_ Date: \_\_\_\_\_